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The Solicitors' Journal.

LONDON, FEBRUARY 1, 1873.

A MATTER REFERRED to in our columns by a correspondent a short time ago has this week attracted considerable attention. The mercantile world appears suddenly to have awoke to a vivid sense of the inconvenience of the delay in the distribution of the property of a testator who dies possessed of shares in a joint stock banking company. It seems probable that the necessity for this delay has been very commonly overlooked, and that executors have been in the habit of dividing property without regard to any continuing liability upon the bank shares held by their testators. Even now doubt appears to be entertained by some persons as to the duration of this liability. The provisions of the Act (7 Geo. 4, c. 46) which regulates the matter are certainly somewhat obscure, and have been pronounced on high judicial authority to be "inconsistent with each other and not entirely intelligible" (5 D. G. & Sm. 537); but we confess we cannot see any ground for the alarming suggestion which has been made by a correspondent of the *Times* that the estate of a testator dying possessed of bank shares must continue liable beyond the three years fixed by the Act as the limit within which execution is to issue against persons who have ceased to be members. The doubt appears to be founded on an erroneous view of the effect of the Act. Under its provisions the only liability of a retiring shareholder is to have execution issued against him and his property before the expiration of three years from the time he ceases to be a member (*Barker v. Butress*, 7 Beav. 134). Execution cannot issue against an executor who is not a registered member; the case of a shareholder who dies is not provided for by the Act. No remedy, in fact, exists at law, and in *Barker v. Butress* (sup.), declared by Lord Truro in *Ex parte Southwaite*, 3 M. & G. 203, to be "a decision unquestionable for its accuracy") Lord Langdale intimated that if Equity afforded a remedy in such a case it would govern itself by analogy to the limitation of time at the expiration of which the legal liability would cease, and he refused to grant any relief against the testator's estate where the application was made to the Court after the expiration of three years from his death. In *Howard v. Wheatley* (5 D. G. & Sm. at p. 558), Vice-Chancellor Parker, while holding that Equity would afford a remedy in these cases, expressly adopted the rule laid down by Lord Langdale as to the limitation of the liability. It may be thought that the reasoning in *Baird's case* (18 W. R. 1094, L. R. 5 Ch. 725), indicates a disposition on the part of the Court at the present day to substitute the period of transfer of shares by the executor for the death of the testator as the time from which the three years will run; but it is clear, at all events, that after three years from the former period all liability on the shares will cease.

THE SATISFACTION with which we learn that the benchers of the Inns of Court have authorised the Council of Legal Education to admit to the lectures of

the professors persons who are not members of any Inn of Court, is considerably lessened by the reflection that if the announcement of this important change had preceded the appointment of the professors, the applicants for the position might have included men of the highest qualifications, who refrained from becoming candidates on account of their conviction of the utter inadequacy of the scheme to meet existing requirements. While deplored this blunder, however, we must allow that the benchers have at last set out upon the right road, and if they persevere in the same direction we do not doubt that they will find themselves heartily backed by the profession. The experiment is not an untried one, for as one of the speakers at the recent meeting of the Legal Education Association pointed out, the classes at the Inner Temple are attended by many persons besides students intending to practise at the bar. Report has it that the use of the word "persons" in the resolution passed by the benchers has led to a very unexpected result. At least eight petitions are said to have been presented, largely signed by ladies, asking for admission to the classes, and expressing their readiness to conform to the regulations which may be imposed. If the rumour is well founded, we beg to offer our congratulations to the ladies on the adroitness with which they have seized their opportunity.

We understand that the tutorship in constitutional law and legal history has become vacant by the resignation of Mr. Taswell Langmead, and that Mr. J. B. Dynes has been appointed tutor in the law of real and personal property. The lectures and classes of the professors and tutors will commence on Monday next.

THE NATURAL RESULT of the practice so much in vogue at present of "incorporating" in new statutes the provisions of former Acts is that the exact bearing of such provisions on the matter in hand is not always very carefully considered by the framers of the new Act, and is constantly overlooked by the persons who are affected by it. A remarkable instance of this has just occurred. The Superannuation Act, 1866, in effect, put the retiring pensions of the officers of the Court of Chancery under the control of the Treasury, and reduced them to the level of the Civil Service pensions, subject, however, to a power in the Lord Chancellor, with the assent of the Treasury, to add on years to services in cases where professional or other peculiar qualifications are required. The Act was petitioned against by the Incorporated Law Society, and was passed in opposition to the opinion of the three Vice-Chancellors, the Master of the Rolls and two ex-Chancellors. If the opponents of the measure had fully understood the effect of its provisions, we fancy their resistance would have been considerably intensified. By section 3 it was enacted that, "in ascertaining and awarding the amount of such superannuation allowance . . . as regards all officers hereafter to be appointed, the said Commissioners" (of the Treasury) "shall proceed according to the principles laid down in" 4 & 5 Will. 4, c. 24, "as amended by" 22 Vict. c. 26. The latter of these Acts provides (section 17) that "No person hereafter to be appointed shall be deemed to have served in the permanent Civil Service of the State, unless such person holds his appointment directly from the Crown, or has been admitted into the Civil Service with a certificate from the Civil Service Commissioners." We understand that the Treasury have recently expressed an opinion that the Superannuation Act, 1866, renders it incumbent upon every person who has entered the public service in the Court of Chancery since the date of that Act (6th August, 1866), to obtain a certificate from the Civil Service Commissioners, in order to entitle him to a superannuation allowance. The Lord Chancellor has directed a circular to be issued to all the clerks to whom the question thus raised may apply, in order that they may, if they think fit, seek for any security for the grant of pensions on their retirement, which may be obtainable by their now passing a Civil Service Examination. We need not point out the hardship with which this de-

cision of the Treasury will fall on the present occupants of offices affected by it; and we trust that, in these cases, at least, some modification may be made in the harshness of the rule.

IT IS NOT SURPRISING that the case of *Osborne v. Gillett*, lately decided in the Court of Exchequer, should have given rise to some comment. That you should be bound to compensate a man if you damage his property, but not if you destroy it, would sound strange to any but the most educated intelligence. Yet, in truth, what the Court, by a majority of two against one, have decided in this case really appears to amount to the same thing. The only right which a man has to sue for injuries caused to his servant is on account of his interest in the services which his servant was to render him. He can sue in no respect as the representative of the servant, who has his own separate remedy for the injury done to himself; but he sues because the injury to the servant was also an injury to him. If this is so, why should the fact that he is wholly deprived of the services, for the partial loss of which he would have been entitled to be compensated, make it impossible to recover? In the absence of reason the majority of the Court relied upon the maxim *actio personalis moritur cum persona*; but, as Bramwell, B., who dissented from the judgment, pointed out, this maxim has nothing to do with the case. *Actio personalis* is an action brought by a man in respect of his own personal rights; but here the person to whom the rights were attached had not died; the rights in respect of which the plaintiff sued were rights connected with the personal services of another, but not personal rights of that other; they were his own rights, and he had not died. For authority, beyond one not very intelligible decision of Lord Ellenborough at *nisi prius*, the majority of the Court were obliged to travel to America, and valuable as American decisions often are, we cannot say that the results were, in this instance, worth so long a trip. Lord Denman long since divided law into Common Law, Statute Law, and Law taken for granted; and we cannot but think that the rule which Kelly, C.B., and Pigott, B., assumed to have always prevailed, belonged to the last of the three classes. The unhappy case of *Higgins v. Butcher*, Yel. 90, Noy. 18 (on which we commented 16 S. J. 708), has been the fruitful parent of much mischief; and, it seems likely that it is at the bottom of the present difficulty. This is not fair, for however unsatisfactory that case may be in some respects, it is quite clear that on this point it has no bearing. The right which a husband has to sue in respect of his wife's injuries (which was the case of *Higgins v. Butcher*) is totally distinct from that which a master has to sue for his servant's injuries. The difference is indicated by the fact that in the one action he *must* join his wife; in the other, he *cannot* join his servant. In stating this difference, it seems to be sufficiently shown why he cannot sue at common law if his wife is killed; and why, so far as the reason of the thing goes, he ought to be able to sue if his servant is.

SUITS TO SET ASIDE VOLUNTARY SETTLEMENTS have been lately of rather frequent occurrence. In one of the most recent cases, *Hall v. Hall* (20 W. R. 797), Vice-Chancellor Wickens thought that the result of the authorities was, that the absence of a power of revocation in a voluntary settlement of real estate must be taken to be *prima facie* evidence of mistake in a case where a revocable settlement would answer the settlor's purpose as well as an irrevocable one, and that the *onus* of rebutting this presumption is thrown upon the person who claims under the settlement. The Vice-Chancellor acted upon this rule, though he intimated that the reasoning upon which it was founded was not satisfactory to him. The case has just been reheard by the Full Court of Appeal, who on Thursday reversed the Vice-Chancellor's decision, and upheld the settlement which was called in question.

Lord Justice James reviewed the authorities at some length, and came to the conclusion that they did not establish the rule which the Vice-Chancellor conceived they did. On the contrary his Lordship thought that the absence of a power of revocation is only one of the circumstances to be taken into consideration in determining the validity or invalidity of the settlement. The Lord Chancellor said that the absence of a power of revocation is only material where it is shown that the settlor did not intend to make an irrevocable gift, or where the provisions of the settlement would be in themselves unreasonable without such a power.

THERE IS A PROSPECT that the relations between brokers and jobbers, and of the public to them both—a subject which has been so much discussed during the last few years—will shortly be defined by the highest tribunal. On Wednesday an application was made to the Full Court of Appeal for a stay of the proceedings under the decree in *Merry v. Nickalls* (20 W. R. 929), pending an appeal to the House of Lords. The case (commented on 20 S. J. 745), as our readers no doubt will remember, decided an important question as to the liability of a stockjobber when he has passed the name of an infant as a transferee of shares, and the name has been accepted by the vendor, both parties being in ignorance of the fact of the infancy. The Lords Justices (reversing Vice-Chancellor Bacon's order), decided that the jobber remained liable. The Full Court have now ordered the plaintiff to give security for the refunding of the sum payable to him under the decree, in case the decision should be reversed by the House of Lords.

AN IMPORTANT DECISION was come to in the Queen's Bench yesterday, determining the powers of committal for contempt possessed by County Court Judges. In the autumn of last year Mr. Lefroy, the Judge of Circuit No. 55, had a case before him in which he made some remarks in open court reflecting severely upon the conduct of the plaintiff's attorney. The attorney who was present, and thought the remarks unjust, replied to the judge in terms for which the latter, considering them contempt of Court, thought proper to commit him. Upon an explanation being given by the attorney the arrest was removed; but a letter was afterwards published by the attorney in a local paper containing expressions which the judge thought injurious to the Court. He thereupon cited him to appear and answer for this alleged contempt of Court; to which the attorney replied by a prohibition. It was the rule for this prohibition that was yesterday made absolute. The County Courts are, by 9 & 10 Vict. c. 95, s. 3, made Courts of Record, and it was contended on behalf of the judge that a power of committal for contempt of Court was incident to all Courts of Record. The Court, however, held that, although inferior Courts of Record had power to commit for contempts committed in the face of the Court, they did not possess the additional and much more extensive power of taking cognisance of contempts committed outside the Court. The Court may be considered to have decided the case on this broad ground; but there was another ground, which they also considered sufficient, whatever the power of a County Court Judge might have been if it had been left to be inferred from the provisions of section 3, the same inference could not be drawn here, because section 113 makes express provision for the punishment of insults or obstructions offered to the judge or jurors, or any of the officers of the Court, either during the sitting of the Court or on the way to or from the Court; and section 114 similarly makes provision for obstructions to the officers of the Court in the execution of their duty. On the maxim *expressio unius est exclusio alterius* it was held that a general power of committal for contempt of Court was irreconcilable with these express and partial provisions.

THE FUNCTIONS OF CHIEF CLERKS IN CHANCERY.

Some time ago the legal world in Dublin was electrified by the appearance of a pamphlet, which rumour ascribed to the pen of an eminent and gifted personage holding high office in the Court, entitled "The Court of Chancery under the Chancery (Ireland) Act, 1867." The pamphlet in question consisted in great part of vigorous and sustained invective against the present Lord Chancellor of Ireland, and not only his original appointment, but his subsequent judicial conduct, and particularly the practice prevailing in his chambers, were censured in no measured terms. This censure was in great part based upon a certain alleged illegal delegation of judicial authority by his lordship to his Chief Clerk, which the author of the pamphlet considered to be in contravention of the terms of the Chancery Act of 1867, that Act expressly providing that the Chief Clerks shall assist the judges only in business "not of a judicial nature;" whereas it is alleged in the pamphlet, in conformity with more than one judgment pronounced by Lord Justice Christian in the Court of Appeal, that certain of the Chief Clerks, and in particular the Chief Clerk of the Lord Chancellor, have been permitted to exercise judicial functions.

At the time when this pamphlet was first published we looked upon the matter as a mere personal dispute between two high functionaries, not having even a political element to give it a *quasi*-public interest (for both the personages in question belong to the same political party), and as such we considered it our duty to pass it by without notice, as a matter in no way concerning the interests of the profession. Within the last few days, however, we have been favoured with a pamphlet calling itself "Some Observations on" the prior pamphlet, which so far alters the case as to call for some distinct notice from us. Mr. McDonnell, the author of the later pamphlet in question, is exceptionally well qualified to speak upon the questions raised, as he is not only a Barrister of considerable standing and extensive practice in Ireland, but was for several years one of the Examiners of Titles under the Incumbered Estates Commissioners, and afterwards in the Landed Estates Court, having acted as examiner for Judge Longfield, both when Commissioner and afterwards as Judge. Mr. McDonnell assures us, and no one can doubt his accuracy, that his pamphlet has been "written without the knowledge or sanction of any of the Judges of the Court of Chancery;" but no one can read his pamphlet without feeling that the work has been peculiarly "a labour of love" in the interest of the Lord Chancellor. With this, however, we do not feel concerned, nor should we have thought it necessary to refer to the question at all, had not the learned author—in common with Lord Justice Christian and the author of the Chancery pamphlet—fallen into what seems to us to be a serious mistake with reference to the practice of the Court of Chancery in England. It is assumed by all (or both) these persons that the effect of the words which we have quoted from the Irish Act of 1867 was to introduce a radical difference between the practice in Chambers under that Act, and that established in this country under the Masters Abolition Act, 1852; and on this ground they all condemn the regulations issued by the late Master of the Rolls and the Vice-Chancellor on 27th February, 1868, for the management of business in chambers; the Lord Justice stigmatising them as "illegal" and "*extra vires*," and Mr. McDonnell saying that in devising them the Judges were "hampered by the inconsistent principles laid down in the Act of Parliament;" the supposed inconsistency consisting in this merely, that the Act directs that the English Procedure shall be followed, and at the same time enacts that the Chief Clerks shall be employed only upon business "not of a judicial nature." To us, on the other hand, these regulations appear to conform strictly to both directions, if only by "the English Procedure" be understood that to which

the suitor is entitled as of right, and not that which he ordinarily accepts from motives of convenience.

It has frequently been pointed out in these columns, and has been over and over again asserted by various judges, that it is the absolute right of every suitor to have the personal opinion of the judge on every question in dispute, whether of law or fact, the determination of which can in any way affect the *result* of the cause.* It would, however, amount to the practical abolition of the office of Chief Clerk altogether, if this rule were to be extended to questions affecting merely the *conduct* of the cause, or simply consequential upon directions given by the Judge. With this limitation, which extends little if at all beyond mere matters of account and details of procedure, not involving the exercise of any judicial discretion whatever, any party may, if he pleases, require the matter to be brought before the Judge in Chambers personally: and so completely is this the case that Lord Hatherley, when Vice-Chancellor, used constantly to take exception to the expression, "appeal from the Chief Clerk," saying that there was no such thing as a "decision" of the Chief Clerk—it was the decision of the Judge in Chambers—and that the authority of the Chief Clerk to decide any contested question was purely consensual.

As, however, the time which any judge is, in the present state of affairs, able to devote to Chambers is very limited, the reference of any petty question to him is naturally, and as we have frequently urged, perhaps unduly, discouraged; and a solicitor demanding the opinion of the Judge is often told, "Very well, this stands over to come before the Judge, but you cannot get an appointment for three weeks at least," or something of that sort; the usual effect of which is, in matters of minor importance, that the demand is withdrawn, and the decision of the Chief Clerk is accepted by *consent*. That this practice has an untoward tendency to growth is unfortunately true; because the *immediate* interest of all parties concerned tends in the same direction, and the evils to be dreaded from its over-extension are not sufficiently obvious to act as a deterrent force. It is for the ease, and therefore the interest, of the judge to be relieved of as much of the labour in chambers—always peculiarly irksome, and frequently involving very petty details—as practicable; it increases the importance, and is therefore for the interest, of the Chief Clerk to exercise the functions formerly entrusted to the Masters in Chancery, rather than, as was the intention of the Act, and is the *theory* of the Court, those performed by *their* Chief Clerks under the former practice; it is a great saving of time to, and therefore the interest of, the solicitors concerned, to have an immediate decision from an authority—frequently in fact, though not in theory, fully competent to adjudicate upon the point—rather than have to wait perhaps for weeks, at a cost, not unfrequently, of hanging up the whole progress of the suit in the meantime, in order to get before the Judge personally (with, moreover, the consciousness that the Judge will inevitably ask, and not unfrequently be guided by, the opinion of the Chief Clerk); and, lastly, it conduces to both cheapness and despatch, and therefore is the immediate apparent interest of the suitor, who wants to have his case decided with as little delay and expense as possible.

That it also tends by slow, though not imperceptible degrees to reproduce the evils which led to the abolition of the Master's offices, to necessitate an extra proceeding in a great mass of cases, and to alter, often materially, and sometimes unfairly, the incidence of costs in large classes of proceedings, are facts interesting the public rather than the parties, and therefore comparatively powerless to check the growth of the practice in question. That the writers of the pamphlets in question should, under these circumstances, have been misled into con-

* This remark does not apply to winding up matters, in which the Chief Clerks have a certain, though very limited, statutory authority.

sidering that under "the English Procedure" the Chief Clerks are really judicial officers is not surprising; but so long as the suitors retain unimpaired their present arbitrary right of carrying disputed questions before the Judge personally, the regulations made by the Master of the Rolls and Vice-Chancellor of Ireland would seem to embody, not to conflict with, the true principle of the present "English procedure." The Master of the Rolls does, indeed, require the opinion of his Chief Clerk to be ordinarily taken before the matter is brought before him, in order to guide his discretion as to any extra costs incurred by the adjournment before himself; but we believe that his Lordship is alone in that practice, and we know that the very contrary course was consistently adopted by Lord Hatherley, who used always to say that if the Judge's opinion was required, it was mere surplusage to take that of the Chief Clerk. Indeed, we have grave doubts whether Lord Romilly's rule is quite in accordance with the spirit of the Act; though, as it is merely used with reference to costs, it may probably be supported on the principle laid down by Lord Justice James in *Re Albert Average Assurance Association* (18 W. R. 986, L. R. 5 Ch. 597), that "the Judge may properly make the 'conclusion' of the Chief Clerk an element in the consideration of a merely discretionary point, and that the degree of weight which is to be given to that conclusion is in the discretion of the Judge." But it is to be noted that in that very case the Lord Justice goes on to lay down that the Judge "cannot delegate his judicial functions" to the Chief Clerk.

The particular cases referred to in the two pamphlets before us it is not our intention to discuss. We think that Mr. McDonnell has shown, clearly though temperately, that the objections to those cases by the former writer were unfounded or exaggerated, and that, in one case (*Lamprey v. Lambert*), the opinion of the Lord Justice amounts to an abrogation of chamber practice altogether. This, however, seems to us of minor consequence, but it does seem of considerable importance to protest against the great additional currency which this controversy is calculated to give to the notion, already far too prevalent, that the Chief Clerks of the Vice-Chancellors have in England a sort of original jurisdiction, and that the opinion of the Judge in Chambers can only be obtained by way of appeal. It is well that it should be distinctly understood that "according to the English practice" every suitor has a right, *ex debito iustitia*, to the opinion of the Judge himself on every controverted point, not being a mere detail of procedure; if only he is willing to wait for it, and to run the risk of being saddled with any extra expense thereby occasioned if his contention should eventually turn out to be wrong.

We cannot, however, agree with those who seem to have considered that such matters as liberty of course to amend, orders for time to plead, *et iis similia*, can reasonably be considered business "of a judicial character." If they are, we should be glad to be informed what business, transacted in a Chancery suit, is of a non-judicial character. In the case of an order of course it cannot alter the nature of the proceeding whether it is issued by the Chief Clerk in Chambers or by the Registrar on a side bar motion. In either case the duty of the officer is simply ministerial—if certain conditions precedent are fulfilled he *must* make the order; if not, not; in neither case has he any discretion whatever. Indeed, we see nothing more "judicial" in such a case than in the issue of a *fi. fa.*, or other process, which no one ever dreams of bringing in any ordinary case to the notice of a judge. The customary orders made from time to time during the progress of a suit for extensions of the time to do certain acts, do, indeed, involve some discretion, but we cannot suppose that, had the Legislature intended that the duties of the Chief Clerks should be simply automatic, they would have required so high a qualification for the office; it would be manifestly absurd to pay an adequate salary to

solicitors of not less than ten years' standing if they were intended to perform no functions which might not fairly have been exercised by an accountant's clerk at 15s. or 20s. a-week, and questions of conduct and procedure are of a kind which solicitors of experience are peculiarly well qualified to determine. The Regulations of February, 1867, adopted in Ireland, seem to us to hit the happy medium as exactly as can, in the nature of things, be looked for; and to express precisely the real theory, and the best practice, of "the English Procedure."

THE MODE OF VALUING MINERALS WRONGFULLY SEVERED AND CARRIED AWAY.

I.

The subject of the mode of assessing the damages which a person wrongfully severing and carrying away coals or other minerals must pay to the rightful owner of the mine in respect of such coals or minerals is one of some importance, both because "working out of bounds" is not, we fear, a very uncommon practice in the coal and mining districts, and also because there is considerable confusion in the cases bearing upon the matter—at all events, so far as the recent decisions of the Court of Chancery are concerned. Our readers will understand that our subject is strictly limited to the question of the mode in which the value of the minerals wrongfully severed and carried away is estimated. If, in the course of such wrongful working, damage is done to the mine itself, or other property of the owner of the mine, he will be entitled to compensation for such damage, in addition to the compensation given him in respect of the minerals removed.

We shall notice in this article the cases at common law, and shall reserve the cases in equity for future consideration.

At common law the action by the owner of a mine against a wrong-doer who has severed and carried away some of the minerals therefrom may be either an action of trover or an action of trespass. In trover—which, it must be remembered, can only be brought in respect of chattels—the act complained of is the conversion by the defendant to his own use of the minerals severed by him, and thus turned into chattels. It is clear, therefore, on principle, that, assuming the action of trover to be rightly brought in such a case—a question concerning which no doubt can be raised—the measure of damages in such an action should be the value of the chattels when converted; that is to say, the value of the severed minerals. The unqualified right of the true owner to the severed minerals *in specie* could not be contested if he discovered them in the wrong-doer's possession, whether at the pit's mouth or elsewhere. But if, as is usually the case where these questions arise, the wrong-doer has sold them before the owner has discovered the wrong, the measure of damages in an action of trover should evidently be the value of the minerals at the point where the wrong-doer, having turned them into chattels, proceeded to convert them to his own use, that is to say, their value at the place of severance. This value may, in all ordinary cases, be easily and correctly determined by taking their value or selling price at the pit's mouth, and deducting therefrom the cost of bringing them there from the place at which they were first severed.

This rule, which, as we have seen, flows as of necessity from the nature of the action of trover, has been taken as the guide by which the jury are directed to assess the damages when the action takes the form of trespass. It is true that, in point of fact, the earliest leading case on the question (*Martin v. Porter*, 5 M. & W. 351), was an action of trespass and not of trover. But it is clear that Parke, B., when he laid down in that case at Nisi Prius the rule afterwards upheld by the Exchequer, was influenced mainly by the consideration that in trover the plaintiff would have been entitled to the severed minerals, or their value as chattels. It may be rather difficult to see on principle how it is that in trespass the damage done

to the property is accurately measured by the value of the severed minerals as chattels. But however this may be, it is now the established rule (*Martin v. Porter*, 5 M. & W. 351; *Wild v. Holt*, 9 M. & W. 672; and *Morgan v. Powell*, 3 Q. B. 278), that in trespass the plaintiff is entitled to claim, as damages for wrongfully severing and carrying away minerals, the value of the minerals when they first became chattels. Under the circumstances, therefore, which ordinarily occur in questions of this kind, that is to say, in cases where the owner brings his action after the wrong-doer has sold the minerals, the plaintiff is entitled, whether his action be trover or trespass, to demand as damages the value of the minerals at the pit's mouth, after deducting therefrom the cost of bringing them there from the place where they were severed, but without making any deduction for the cost of getting and severing. This rule of course saddles the wrong-doer with all the cost of hewing and winning the minerals; but, as in cases of underground working, ordinary caution and skill only are required to enable a mine proprietor to ascertain the place at which his own mine ceases and the adjoining owner's mine begins, we may agree with Baron Parke when he said that "he was not sorry this rule had been adopted, as it would tend to prevent trespasses of this kind, which were generally wilful" (*Martin v. Porter*, 5 M. & W. at page 354).

It may be convenient here to observe that when, in respect of the minerals wrongfully taken, quarterage or other dues would have been payable to the owner of the fee simple by the plaintiffs, the lessees of the mine, in case they had themselves worked the minerals, the wrong-doers are not entitled to make any deduction in respect of such dues, but must pay the whole value of the minerals at the point of severance to the plaintiffs, who will then be held as having themselves won the minerals, and consequently be bound to pay the dues in respect thereof (*Wild v. Holt*, 9 M. & W. 672).

To return to the general rule that the wrong-doer must account to the owner for the value of the minerals as chattels, the decided cases at common law show only one exception thereto. This exception was made at Nisi Prius by Parke, B., in the case of *Wood v. Morewood*, reported 3 Q. B. 440 n. The action there was for an injury to the reversion, with a count in trover for coals. The report of the case is rather meagre, but it appears that the defendant had won the coals under certain closes, *bona fide* believing himself to be entitled to them. The question between him and the plaintiff was one of title, and rested on whether an ancient deed of settlement executed in the time of Queen Elizabeth was voluntary or not. The learned judge told the jury that "if there was fraud or negligence on the part of the defendant, they might give, as damages under the count in trover, the value of the coals at the time they first became chattels, on the principle laid down in *Martin v. Porter*; but, if they thought that the defendant was not guilty of fraud or negligence, but acted fairly and honestly in the full belief that he had a right to do what he did, they might give the fair value of the coals as if the coal-field had been purchased from the plaintiff." The jury adopted the latter estimate, and found for the plaintiff damages £2,310, being at the rate of £210 per acre. If calculated on the principle of *Martin v. Porter*, the damages would have amounted to about £10,000 or £11,000.

It would appear from this case that the severity of the rule laid down in *Martin v. Porter*, and which was apparently intended as a terror to evil-doers, may be relaxed in cases where there is no fraud or negligence, and a *bona fide* question of title exists between the parties. The Court, in fact, in that case, went back to the usual measure of damages in cases of trespass, and, shutting its eyes to the count in trover, ordered the damages to be assessed on the usual principle of what was the actual injury to the plaintiff's property. We must assume that the special facts of that case rendered the value of the coal as it lay in its bed the proper measure of the

damage sustained by the plaintiff in respect of his being deprived of it; and this would be the case wherever the owner was not working, or about to work, the mine himself. But it is easy to see that, in the majority of cases, justice would not be done by giving the plaintiff only the value of the coal in the bed, or, in other words, by granting a kind of compulsory power of purchase to the defendant. To take, for instance, the case of two adjoining collieries, and a *bona fide* question between the two owners as to the boundary line between them. Here, if both the collieries are being worked, and it is held in an action that the defendant has gone beyond his true boundary, the value of the coal in the bed would not adequately compensate the plaintiff. If not prevented by the defendant, he would have worked the coal himself, and got the profit on it; and the expenditure already incurred by him in sinking the shaft must be considered as an expenditure incurred partly in respect of the coal taken by the defendant. In such a case it would be manifestly unfair that the defendant should take the profit on the coal, and the plaintiff be deprived of it. Perhaps, when cases such as this supposed case occur, the decision in *Wood v. Morewood* may be reconsidered, or it may be that, in laying down the rule for estimating the damages, the Court may suffer itself to be guided by the principles laid down in some of the cases in equity, to a consideration of which we intend to address ourselves next week.

RECENT DECISIONS.

EQUITY.

MORTGAGE BY WAY OF TRUST FOR SALE—STATUTE OF LIMITATIONS (3 & 4 WILL. 4, c. 27, ss. 25, 28).

Locking v. Parker, L.J.J., 21 W. R. 113.

It seems to have been the custom in some parts of the country about forty years ago to take mortgage securities in the shape of trusts for sale, usually in the name of a third person. In *Locking v. Parker* the security was of this sort—viz., a conveyance to a third person in trust to sell at the discretion of the mortgagee, and to stand possessed of the surplus in trust for the mortgagor. The bill was filed by the mortgagor to execute the trusts after upwards of twenty years' possession by the mortgagee, on the ground that there existed an express trust of the surplus for the mortgagor within the meaning of Stat. 3 & 4 Will. 4, c. 27, s. 25, to which no time was a bar. The point was a new one, and if the decision of the Master of the Rolls in favour of the plaintiff had been affirmed, might have led to serious consequences in several quarters, as it would have warranted a mortgagor, where the security was taken by way of trust for sale, in filing a bill to execute the trust after any number of years of possession by the mortgagee, whereas if the securities had been taken in the ordinary form, his right to redeem would, of course, have been extinguished by twenty years of such possession, without acknowledgment of the mortgagor's title. The great rise in the value of real estate would no doubt have led to many such bills being filed, if this suit had ultimately succeeded. The decision was reversed on the short ground that the transaction was in substance a mortgage, and the introduction of a third person as trustee for the purpose of preventing the merger of certain terms of years in the fee, did not take it out of that category. We can only repeat the observations we made at the time the appeal was heard (*ante* p. 62), upon the convenience and reasonableness of the rule as now laid down.

PRACTICE—ADMINISTRATION SUIT.

Cary v. Hills, M.R., 21 W. R. 166.

It seems rather late in the day for the Court of Chancery to be considering whether it ought or ought not to decree the general administration of the estate of a deceased person in the absence of his duly constituted

legal personal representative. Before the decision in *Rayner v. Koehler* (20 W. R. 859, L. R. 14 Eq. 262), no point of practice appeared more firmly established than the rule that the Court will not make a decree for administration unless the legal personal representative is a party to the suit; but in that case Vice-Chancellor Malins held that a bill by a creditor for payment of his debt, or in default for administration, could be maintained against a person who pleaded that she was not, nor had ever been, administratrix with will annexed, or legal personal representative of the deceased, but who did not plead to, and therefore must be taken to have admitted the allegation in the bill, that she was in possession of all the estate of the deceased. The Vice-Chancellor, by way of authority for his decision, referred to *Vickers v. Bell* (12 W. R. 589, 4 D. J. & S. 274); but all that was held in that case was, that where three persons were appointed executors, and two proved, and the one who did not prove held himself out to a creditor as one of the executors, he was rightly made a party to a suit by the creditor for administration, and ordered to account as executor. But, of course, in that case the executors who had proved were parties to the suit; and there was nothing approaching to a decree for administration in the entire absence of a duly constituted legal personal representative.

In *Cary v. Hills*, the defendant, who was named in the will as executor, and was alleged in the bill to have partly administered the estate, pleaded that he had not proved the will, and had not in any way been constituted legal personal representative of the testatrix, and the plea was allowed as a bar to the bill; the learned judge adding that the bill could not have been maintained, even if it had alleged that the defendant had possessed himself of all the assets and intended to go off with them, and that the bill would in that case have had to be one for securing the assets alleged to be in danger.

COMMON LAW.

MASTER AND SERVANT—RAILWAY COMPANY.

Moore v. Metropolitan Railway Company, Q.B.,
21 W. R. 145.

The distinction between a servant or agent acting beyond the scope of his authority, and his acting within the scope of the authority, but beyond the instructions which went with it, like the kindred subject of justices acting without jurisdiction, is often a question of great nicety. The maxim *qui facit per alium facit per se* applies, whether for the purpose of justifying an act otherwise unlawful, or making liable the principal to an obligation arising either out of contract or wrong, where the act in question is the very act which has been authorised. The maxim of *respondent superior* rather expresses the liability of the master for wrongs done by the servant in the course of doing the act authorised, or exercising a general function with which he is intrusted. But the difficulty under both heads is of the same kind; in both the question is, has or has not the immediate doer of the act done it in pursuance of an authority conferred on him, or in exercise of a function entrusted to him? This question has several times arisen in cases where railway companies have been sued for assaults and false imprisonment, and malicious prosecution. *Broom v. Eastern Counties Railway Company* (6 Ex. 314), disposed of the objection that a corporation could not be sued for an assault; and it may probably be considered (as was taken for granted in *Walker v. South Eastern Railway Company*, 18 W. R. 1032, L. R. 5 C. P. 640, although the point has lately been treated as not free from doubt) that they may be made liable for malicious prosecution. But plaintiffs have frequently failed in showing that the assault complained of was one done by the authority of the railway company. In *Giles v. Taff Vale Railway Company* (2 E. & B. 822), it was laid down that as a railway company act as carriers, "there ought to be some one (at a station) with authority from the company to

deliver up or refuse to deliver up goods;" and it was held that the defendants were rightly sued for their station-master's wrongful refusal to deliver, he being the person who must be presumed to have that power. But in such a case it is plain that the company cannot properly carry out their contract as carriers without such an authorised agent; and it does not at once follow that the same principle would apply where the act is one to be done entirely for their own protection. In *Goff v. Great Northern Railway Company* (3 E. & E. 672), however, it was held that the same principle was "applicable to all exigencies that may be naturally expected to arise in the ordinary course of any of the business of the company;" and it was held to be "a reasonable inference that, in the conduct of their business, the company have on the spot officers with the authority to determine, without the delay attending on convening the directors, whether the servants of the company shall or shall not, on the company's behalf, apprehend a person accused of this offence," that is, travelling without a proper ticket. In that case the assault and false imprisonment complained of were apparently sanctioned by the secretary of the company, but it is seldom the authority ascends so high as this; and in *Edwards v. London and North Western Railway* (18 W. R. 834, L. R. 6 C. P. 445), and *Allen v. London and North Western Railway* (19 W. R. 127, L. R. 6 Q. B. 65), the plaintiff failed, showing in the first case only an arrest by the authority of a foreman porter, then in charge of the station, and in the second of a ticket clerk. In the latter case, however, it was suggested that if the clerk, who had given the plaintiff in charge for attempting to rob the till, could not have otherwise prevented an actual attempt to do so, or if he had arrested for the purpose of recovering money actually taken, he might perhaps have been acting with authority. This seems very doubtful; but at least the distinction is broad between the supposed case and the facts (as alleged) in *Edwards v. London and North Western Railway Company*, for in that case the property supposed to be stolen was in no sense the company's. This distinction is curiously illustrated by the actions of *Walker v. South Eastern Railway Company* and *Smith v. Same* (18 W. R. 1032, L. R. 5 C. P. 640), in one of which the defendants' servant was held to be acting in his own quarrel, and not for the company, in the other to be acting in the service of the company, and, therefore, to make them liable.

The principle which lies at the root of these cases is the ordinary principle of common law, that in order to render the master liable the act must be within the general scope of the servant's authority or function; but the test applied to discover whether it is within his authority or function seems to be, whether in the ordinary conduct of the company's business it was for the sake of third persons necessary, or for their own sake to be fairly presumed, that some person would possess authority so to act, and whether the circumstances point out the actual doer of the act as the person so authorised. If, therefore, as in *Poulton v. London and South Western Railway Company* (16 W. R. 309, L. R. 2 Q. B. 534), the act, as distinguished from the mode of doing it, is itself one which, even if the circumstances were as supposed, the company could not empower the doing of, there is no implied authority to do it, and this seems the principle of the not quite satisfactory case of *Roe v. Birkenhead Railway Company* (21 L. J. Ex. 9). But where as in *Goff v. Great Northern Railway Company*, and the recent case of *Moore v. Metropolitan Railway Company* (21 W. R. 145), the company could authorise the doing of the act under the supposed circumstances (travelling without a proper ticket), there will be implied an authority in the person who would in the ordinary course of business be the person to do it. The late case of *Bayley v. Manchester, Sheffield, and Lincolnshire Railway Company* (L. R. 7 C. P. 415), furnished a curious instance of a case where the company were held liable, although the supposed offence, in respect of which the

assault was committed, was not one mentioned in any bye-law or rule of the company, and the person who committed the assault was only a porter, with none but a very subordinate position. The case is an extreme, if not a doubtful one.

CARRIER—BILL OF LADING.

Lebeau v. General Steam Navigation Company,
C.P., 21 W. R. 146.

The words "weight, value, and contents unknown," by which carriers are accustomed to limit their liability under bills of lading, had in this case a curious result. A case of silk goods was shipped by the plaintiff on board a vessel of the defendants, and was by indorsement on the bill of lading described as containing linen; the bill of lading was, however, stamped with the words above mentioned. The defendants, being sued for the loss of the goods, contended that the plaintiff was precluded, by the description of them as linen, from recovering for them as silk. But the Court, giving full effect to the decision in *Jessel v. Bath* (15 W. R. 1041, L. R. 2 Ex. 270), held that, as on the one hand the words "weight, value, and contents unknown" would have protected the defendants from being liable to an assignee of the bill of lading according to the description contained in it, so on the other hand, "the words stamped show that the shipowner declines to accept the statement of the shipper," and "the contract is reduced by the words to one to carry whatever is in the case, as a carrier, on the terms of the bill of lading." The decision was inevitable; but it need scarcely be pointed out that it would have no application if (which was not shown in this case) any fraud had been practised on the shipowner, or if a representation as to the contents of a parcel were made the basis of the contract of carriage.

REVIEW.

The Institutes of English Public Law. By DAVID NASMITH, Esq., LL.B., of the Middle Temple, barrister-at-law. Butterworths.

It will surprise the student who, having read the title, "Institutes of English Public Law," proceeds to open and peruse this work, to find that he is sent back to the "Origin of Law," and is then put through a chapter on "General Jurisprudence," before he is allowed to read a word on the nominal subject of the treatise. In these two chapters we have sought in vain to discover any method or principle of arrangement; the author seems to think that he has sufficiently satisfied the obligation to distinct and accurate division by printing certain leading words and phrases, such as "Happiness," "The two schools of the index to the unwritten divine will," &c., in thick black type, and placing under these headings a series, or rather a string, of extracts from a few well-known writers on jurisprudence. We doubt whether the student would derive any advantage from the perusal of these fragments, but we must add that we prefer them to the original matter into which our author occasionally wanders.

The reader next comes to a chapter of another 100 pages, containing a summary of English constitutional history, divided by centuries, and he is then introduced to a chapter on Public International Law, which occupies another 120 pages; at the end of which he comes to the fifth and last chapter (100 pages), on English Municipal Law. Now, at least, he will expect some complete and methodised view of the institutions under which he lives; but he will be disappointed to find that there is neither distribution nor fulness. He will not discover a word about the Courts of Justice, or about the numerous public bodies which exercise administrative powers, but he will find himself presented with a long list of crimes, followed by a perfect medley of topics (including patents, economy, and bankruptcy), placed under the heading of "Duties and rights incident to the maintenance of security in the immediate future;" then after travelling through allegiance, the army, navy, moral support, duties relative to perpetuation (including bigamy), and a copious

summary of Mr. Forster's Education Act, he will, if he can get so far, end with a page on martial law.

The aim of this work is stated in the preface to be, "to give the reader as succinct and clear a view as possible of the relation in which the State and the English citizen are placed by our constitutional and municipal law relatively to each other." We cannot say that the author has succeeded in his enterprise.

COURTS.

COURT OF CHANCERY.

(Vice-Chancellor MALINS.)

Jan. 21 and 22.—*Boyle v. Smythe.*

Practice—Special case—Plaintiff a trustee—Right of defendant opening to a reply.

When the plaintiff is only a trustee and the discussion is between the defendants, the defendant who opens has a right to a reply.

This was a special case for the purpose of deciding a question in reference to interest arising under the will of the late James Walker.

F. A. Lloyd for the plaintiff.

Cotton, Q.C., and W. P. Beale, opened the case for the Messrs. Lefroy, two of the defendants.

Glasse, Q.C., and Wolstenholme, for the other defendants, opposed.

On Cotton, Q.C., rising to reply, he was stopped by Glasse, Q.C., who, however, said that, as a matter of favour, he would allow a reply.

MALINS, V.C., said that the reply was a matter of right, and not of favour.

Solicitors, *Matthews & Matthews; Domville, Lawrence & Co.*

QUEEN'S BENCH.

(Before the LORD CHIEF JUSTICE and Justices BLACKBURN, MELLOR, and QUAIN.)

Jan. 23.—*In re an Attorney.*

In this case an application to the Court was made on the 13th inst. for a rule nisi calling upon an attorney to show cause why he should not answer the matters of an affidavit, but the case stood over to enable counsel to search for cases with reference to the objection raised by the Court that, assuming the facts stated to be true, the attorney was liable to be indicted, and that he ought not to be called upon to criminate himself. The report of this application will be found *ante* p. 227.

Garth, Q.C., now renewed the motion, and referred to the cases of *Re Hill*, 16 W. R. 1061, 9 B. & S. 481; — *v. —*, 5 B. & Ad. 1088, and *Re Hanrot* (not reported), in which the attorney had not taken out his certificate for three or four years, and then, for the purpose of getting his certificate, made an affidavit that he had not, during the time he had not taken out a certificate, acted as an attorney. Upon that affidavit he obtained a certificate, but it subsequently came to the knowledge of the Law Society that he had been carrying on business as an attorney during the interval. Upon that a rule to strike him off the roll was moved for, on the ground that he had made a false affidavit, and the Court suspended him from practice. He also referred to the case *In re an Attorney* moved by him in the Common Pleas on 17th Jan. last (reported *ante* p. 248.)

COCKBURN, C.J., said the Court would grant a rule nisi on the ground that if the Court declined to interfere in a case of misconduct, amounting to what might be the subject matter of a criminal indictment, and if the parties interested in the matter did not choose to move and put the criminal law in force, then a man who had been guilty of an indictable offence would remain undisturbed as an attorney of this court, which clearly was a state of things which ought not to exist. The objection that arises is, that you may put the man under the necessity, in answering the matters of the affidavit, of stating or admitting facts that may be used against him on a future criminal prosecution; but he may raise the objection that as the matter that he is called upon to answer tends to show that he is guilty of a criminal offence, he is entitled, though an attorney of this court, to the common privilege that every person has of refusing to criminate himself. If he chooses to do that he is safe against anything that has

passed in this court in the exercise of its jurisdiction being made the materials out of which to convict him on any future indictment. If he can clear himself upon affidavits, of course he has the advantage of doing so. If he declines to answer on the ground of privilege, the Court will probably say, you are entitled to that privilege, but as you do not choose, or cannot clear yourself in the matter, the Court may still exercise the power it possesses of striking you off the rolls in respect of misconduct you have not vindicated yourself from. Therefore, I think, upon the whole, the right course is to call upon this gentleman to answer the matters of the affidavit, leaving him to take any course he may think fit that should arise out of the criminal nature of the charge against him.

Rule nisi granted.

(Before Justices BLACKBURN, LUSH, and ARCHIBALD.)

Jan. 28.—*In re Austin.*

Murray moved for a rule to have Mr. Austin, an articled clerk, examined with a view to his being admitted as an attorney. Mr. Austin was the son of an attorney, and on November 7, 1861, was articled to his father for five years. Under these articles he served in this country for two years and seven months, and then went out to Melbourne, in Australia, for the purpose of serving the remainder of his term under another attorney, and of eventually practising out there. He failed to succeed, returned to England in the spring of 1870, and was again articled to his father on September 17 of that year, to serve until he could be admitted as an attorney. On the 25th of January of the present year he had served for two years and five months under these latter articles, and now claimed to be examined for his admission to practise as an attorney, on the ground that the two periods of his service—viz., two years and seven months and two years and five months—made together five years' service, which, he contended, was sufficient. The question turned upon the construction of the Act 6th and 7th Vict.

BLACKBURN, J., said that the wording of the statute was clear—the clerk must serve five years under one contract, except under special circumstances named in the 13th section. The applicant was not within that section, and must serve his five years under the contract, which, as he seems to have been bound on the 17th December, 1870, would delay him until 1875. There would be no rule granted.

LUSH, J., would have been very glad to see his way to granting this application, but thought that, by doing so, he would not be putting a reasonable interpretation on the clauses of the Act. The 3rd section of the Act begins, "Except as hereinafter mentioned, no person shall from and after the passing of this Act be capable of being admitted and enrolled as an attorney or solicitor, unless such person shall have been bound by contract in writing to serve as clerk for and during the term of five years to a practising attorney or solicitor in England and Wales, and shall have duly served under such contract for and during the term of five years." Then there are certain exceptions—"Unless he shall have been employed during such term by a barrister or pleader, or have been one year with the town clerk," and so on. Then the 12th section says that—"Every person who now is or hereafter shall be bound by contract in writing to serve as a clerk to any attorney or solicitor, shall, during the whole time and term of service, to be specified in such contract, continue and be actually employed by such attorney or solicitor in the proper business, practice, or employment of an attorney or solicitor, save only and except in the cases hereinbefore mentioned." Then another section says, no person who shall be bound shall be admitted without proving by affidavit. Then the 14th section is, "That any person who shall have been, or shall be bound as a clerk as aforesaid, shall, before he be admitted an attorney or solicitor according to this Act, prove by an affidavit of himself, or of the attorney or solicitor to whom he was bound as aforesaid, or such agent, barrister, or special pleader as aforesaid, to be duly made and filed with the proper officer hereinbefore mentioned, that he hath actually and really served and been employed by such practising attorney, solicitor, agent, barrister, or special pleader, during the whole time and in the manner required by the provisions of this Act." And, as if that were not stringent enough, the 18th section of the later Act (23 & 24 Vict.) superadds that "no person hereafter bound by articles of clerkship to any attorney or

solicitor shall, during the term of service mentioned in such articles, hold any office, or engage in any employment whatsoever, other than the employment of clerk to such attorney or solicitor." If these were the only sections, there would be no possibility for the Court to break the service under the contract. Then the 23rd section comes in for cases where it is necessary that another contract shall be entered into, and that provides "that if any attorney or solicitor to or with whom any such person shall be so bound shall happen to die before the expiration of the term for which such person shall be so bound, or shall discontinue or leave off practice as an attorney or solicitor, or if such contract shall, by mutual consent of the parties, be cancelled, or in case such clerk shall be legally discharged before the expiration of such term by any rule or order of the Court wherein such attorney or solicitor shall have been admitted, such clerk shall and may in any of the said cases be bound by another contract or other contracts in writing to serve as clerk to any other practising attorney or solicitor, or attorneys or solicitors, during the residue of the said term." These different sections show as clearly as words can express, that except in those cases the service shall be actually a continuous thing and one contract. Therefore we should be violating the express terms of the Act if we were to comply with this application.

ARCHIBALD, J., said the Legislature had thought fit to prescribe this period of service, and there must be a statutory qualification pursued by the clerk in order to entitle him to be admitted. The case was not brought within any of the exceptions of the Act, but the Court were asked to put what was called an equitable construction upon the statute; but in reality, doing that would be adding to the section or repealing it.

COMMON PLEAS.

(Before Lord Chief Justice BOVILL and Justices KEATING and BRETT.)

Jan. 24.—*In re Marshall Turner, an Attorney.*

Garth, Q.C., moved to make a rule absolute, no cause being shown. The Master of the Rolls had suspended the attorney for ten years, and the Court were now asked to grant the same judgment. The circumstances were these. There was a sum of money in the Court of Chancery belonging to a gentleman named Beadle, and Mr. Turner, who was acting as solicitor in the suit in which this money was deposited, obtained from Mr. Beadle a receipt for the money, promising that when he obtained it he would send the money to Mr. Beadle, and he gave him a post-dated cheque for the amount. Then, making use of that receipt, he received the money, and applied it to his own purposes; the cheque was dishonoured, and the money was never paid. The Master of the Rolls considered in point of fact that he had misappropriated the money.

KEATING, J.—He misappropriated the money? That is a very refined term.

BOVILL, C.J.—He obtained it under circumstances in which he knew he would have no means of repaying it, and substantially by what is a false pretence—that is, by giving a post-dated cheque which was dishonoured. The same result must follow as in the case before the Master of the Rolls, and the attorney must be suspended for the term of ten years. The practice in this court has been (and a very beneficial one it is, as it strikes me) to add to the term of suspension "and until the further order of the Court," because that enables the Court to consider what has been the conduct of the attorney both as regards his conduct and otherwise in the interval during which he has been suspended. And therefore the order of the Court will be, that he be suspended for ten years and until the further order of the Court.

COUNTY COURTS.

SKIPTON.

(Before W. T. S. DANIEL, Esq., Q.C., Judge.)

Jan. 16.—*Appletreewick Lead Company, Re Osmonde Rhodes.*
In 1870 a limited company was formed for the purpose of purchasing and working certain mines then worked by R. and other persons. The capital of the company was £12,800, divided into 1,280 shares of £10 each. The memorandum of association was signed by R. for 90 shares, and by other vendors

for the remaining 1,190 shares; so that the whole of the 1,280 shares were subscribed for. The company filed special articles of association, and by clause 2 it was agreed that each of the 1,280 shares should be credited with £7 per share as paid up thereon, and in consideration thereof the interest of the vendors should be transferred to the company. The 90 shares were issued to R. After paying up £3 on each share, he transferred some of the shares to persons who bought them as fully paid-up shares. Upon an application by the liquidator to place R. on the list of contributories in respect of the remainder of the shares standing in his name, on the ground that the balance of £7 per share must be treated as unpaid,

Held, that clause 2 of the articles was a contract duly made in writing and filed under section 25 of the Companies Act, 1867, and therefore that R. must be struck off the list of contributories.

The circumstances of the case are fully explained in the following judgment:—This was an application made by the official manager to place the name of Osmond Rhodes on the list of the contributories as an original holder of seventy-five shares. The objection on the part of Rhodes was, that the shares were fully paid up—the shares were £10 shares. They had been paid up in cash to the extent of £3—the other £7 was credited to each share as paid up, and the question is whether the £7 so credited was to be treated as an equivalent in lieu of payment. Previously, and up to the formation of the company, a body of persons, of whom Rhodes was one, had worked certain lead mines at Appletreewick in partnership; and these persons in April, 1870, agreed among themselves that a Joint Stock Company Limited, by shares, should be formed under the Companies' Act, 1862 and 1867, with a capital of £12,800 divided into 1,280 shares at £10 each. The 1,280 shares represented the aggregate of the interests of the several partners, and Rhodes's proportion of the aggregate was ninety shares. Rhodes signed the memorandum of agreement for ninety shares, and each of the other partners signed the memorandum for his respective portion, so that by the memorandum, the whole capital of £12,800, divided into 1,280 shares, was subscribed for. The memorandum of association stated the objects of the company to be the searching for, and getting and dressing, and converting into lead, and selling and disposing thereof the lead ore, &c., under or within certain mineral grounds (describing them), and also in such other mineral ground as shall from time to time be taken, leased, or held, by the authority, and for the purposes of the company, acquiring by purchase, or otherwise, the interests or rights of the persons who now are, or hereafter shall be, engaged in making such mineral grounds, and the doing of all such other things as are, or may be, incidental or conducive to the attainment of the above objects. This memorandum is dated the 22nd day of April, 1870. Rhodes and his co-partners had between themselves valued their interest and rights which, by the memorandum, it was one of the objects of the company to acquire by purchase or otherwise at £8,900, a sum which would be represented by £7 a share on each of the £1,280 shares subscribed for. The company did not adopt as their articles of association Table A in the schedule to the Act of 1862, but filed special articles of association. These articles were dated the same day as the memorandum, viz., 22nd of April 1870, and are duly signed by Rhodes, and all the other persons who signed the memorandum, that is, by all the persons who were partners in the Cost Book Company and whose concurrence as vendors would be requisite to make a valid contract for sale to the limited company of those rights and interests which it was one of the objects of that company to acquire by purchase. The second clause of the articles of association is as follows: "The subscribers to these articles being the persons engaged in working the mineral grounds mentioned in the memorandum of association hereunto annexed at the date of the said memorandum, and interested in the said premises, and the plant, machinery, and materials in and about the same, in proportion to the number of shares in respect of which they have respectively signed the said memorandum, and these articles of association, it is hereby agreed that each of the 1,280 shares into which the capital is divided shall be credited with the sum of £7 per share as paid up thereon, and in consideration thereof the interest of the said parties respectively shall by these articles be transferred to and

vest in the company." The company, through its directors, immediately took possession of the property thus contracted to be sold, and worked it to the presentation of the winding-up petition on which the order was made, viz., the 25th day of May, 1872, and in the meantime the £3 unpaid on each share had been paid up by six several calls made at intervals between May 17th, 1870, and August 29th, 1871. On Aug. 2nd, 1870, the 90 shares subscribed for by Rhodes were issued to him, and a certificate granted which stated the sum paid up including the £7 credited, and the calls then made and paid. The shares subscribed for by each of the other persons who signed the memorandum of association were, at or about the same time, issued to them in like manner. In the share register, each share serially numbered is credited in the first column with £7 as paid up according to the articles of association, clause 2, and in other columns with the amount of each call as subsequently made and paid—showing by these figures distinctly that the £10 on each share has been paid, and how the payment has been made or treated as made. No person conversant with such matters looking at the memorandum of association, the articles of association, and the share register, could be misled. On April 25th, 1871, Rhodes transferred five of his ninety shares to Wm. Cookson, and on October 26th, 1871, ten others of the ninety shares to Jas. Fawcett, both of whom purchased them as paid-up shares; and certificates were issued to them accordingly. The 75 shares for which the official liquidator seeks to place Rhodes on the list of contributories are the remainder of the ninety shares, after deducting those sold to Cookson and Fawcett, and the avowed object of the official liquidator in putting Rhodes on the list of contributories is to treat the £7 credited under the circumstances stated as unpaid, and to make a call accordingly. In support of this contention the official liquidator relies on the 25th section of the Companies Act, 1867, 30 & 31 Vict. c. 131, which is as follows: "Every share in any company shall be deemed and taken to have been issued, and to be held subject to the payment of the whole amount thereof in cash, unless the same shall have been otherwise determined by a contract duly made in writing, and filed with the registrar of Joint Stock Companies at or before the issue of such shares." It is admitted that the only contract is what is contained in clause 2 of the articles of association. These were filed with the Registrar of Joint Stock Companies on May 7th, 1870, before the issue of the shares to Rhodes, which was on August 2nd, 1870. The terms of the section are loose, and not so clear in expression as would be desirable. It is difficult to say grammatically to what antecedent "the same" refers. I suppose it means to refer to the substance of the previous part of the sentence, and that the meaning is that payment of the whole amount of the share is to be made in cash, unless by a contract in writing duly made and filed at or before the issuing of the share, it should have been determined by agreement between the parties that payment either in whole or in part may be made in some other defined manner. I am not aware of any case in which the language of the section has been criticised, but it is necessary, as it seems to me, to do so in this case, because, if "the same" referred "to the whole amount," which is the immediate antecedent, and that whole amount not being payable in cash is to be paid in some other way than in cash, then the latter part of the section might be considered not to apply to a case like the present, where a part only is to be paid otherwise than in cash, and the remainder in cash. But I prefer not to adopt a construction, which would make the clause operate capriciously and partially. In *Clellan's case*, 20 W. R. 924, Vice-Chancellor Wickens speaks of the clause as placing a particular and very arbitrary limitation upon this particular class of contracts—the allotment of shares—by introducing a rule which disables a company issuing shares from making a contract with an allottee, such as it could otherwise have made unless by a written and registered contract. And in that case the allottee was held liable for want of a written and registered contract—although the shares had been issued to him as fully paid-up shares, and he never intended to contract for or accept any other than paid-up shares. In this case, Rhodes relies upon the second clause in the articles of association as a written and registered contract sufficient to satisfy the requirements of the statute, and I

am called upon to decide whether it is or not. For the official liquidator it is argued that the contract contemplated by the statute is something distinct and separate from the articles of association, and that it must be in writing. Sections 14, 15, and 16 of the Companies Act, 1862, show that the memorandum of association must be accompanied by articles of association, and if not, that the regulations in Table A shall be the articles of association, and that the articles, whether special or those in Table A, shall be printed, bear the same stamp as if contained in a deed, and be signed by each subscriber, and attested by one witness at least. In the present case the articles of association were complete in all these particulars, and they would have been complete without clause 2. The 25th section of the Act of 1867 does not require the contract to be separate from the articles of association. It requires it to be duly made, and to be filed at or before the issuing of the shares, and though it is required also to be in writing, and the articles of association are required to be printed, they are also required to be signed, and if there is otherwise no objection to the contract being contained in the articles of association, I think, being there (though printed) the articles themselves being signed, that there is a sufficient writing to satisfy the statute, and as the statute does not require more than that a contract in writing should be made, and is silent as to its being separate from the articles of the association, I don't feel justified in importing into the statute, by construction, a condition not to be found in it, and which is not necessary for its proper operation. It was next argued that the statute requires a contract duly made, and that to the due making of a contract two parties are necessary, and—especially to a contract for sale and purchase such as this is—there must be one person as vendor to offer, and another person as purchaser to accept, and in this case the same persons are both vendors and purchasers. That as vendors they fix their own price, and as purchasers they act in a fiduciary character as directors or agents for the company, and that this conflict of duty and interest renders it impossible that there can have been a contract duly made within the meaning of the statute. The formation of the company and the offer and the acceptance of the contract, it is argued are simultaneous acts, and done by the same persons. Those who cause the company to come into existence by signing and registering the memorandum of association, and thus create a *persona*, having legal capacity to contract at the same moment, and as part of the same transaction, make the offer to this thing of their own creation, and then as part of the same transaction, acting for this their offspring, which has no capacity at the time of acting for itself otherwise than through them, they as its agents, and on its behalf, accept the offer for it.

This, it is argued, is the *reductio ad absurdum* of the contention that there is a contract duly made, and that the principles of law as applicable to contracts recognised and applied either in courts of common law, or courts of equity would in ordinary transactions of sale and purchase between individuals, *sui juris* refuse to recognise such an anomaly. I do not consider myself at liberty to decide upon the weight or soundness of those arguments—the official liquidator though he is acting for the interest of creditors, can only recover for them what the company could recover, and can only set up such a case as the company could set up. If the company is concluded, he as representing creditors is concluded also. In *Re Duckworth*, 15 W. R. 858, L. R. 2 Ch. 580, Lord Cairns says, "The liquidator represents the creditors only, because he represents the company, and through the company the rights of the creditors are to be enforced." This dictum, for it was a dictum only, was approved of by Lord Westbury and other law Lords, in the House of Lords, in *Waterhouse v. Jamieson*, L. R. 2, H. L. Scotch and Divorce Cases, 29, and it was made the foundation of the decision in that case, though that was a case of fraud by directors, which this is not, nor alleged to be. The utmost that can be said in this case is that the vendors sell to the company represented by memorandum at their own price, and the company through them purchase at that price. There being no suggestion of fraud, the case appears to me to be concluded by Lord Justice Giffard's decision in the case of the *Baglan Hall Colliery Company*, 18 W. R. 499, L. R. 5 Ch. 351. That case, like the present, was a sale by the

owners of a colliery to a limited company, of which they became directors, for a price to be paid in paid up shares and for which they had signed the memorandum of association. His lordship says "if there be a contract of such a nature that on a bill filed by the company, it could not be set aside, a payment for shares in kind according to that contract is legal; and again his lordship says, "It was urged that the parties only agreed with themselves, and that therefore there was no contract. But every company is started by parties agreeing among themselves, and it is idle to say they have nobody to agree with." I am bound by that *ratio decidendi* and defer to it. As to creditors his Lordship says, "Creditors have no ground of complaint, for persons who are about to enter into transactions of magnitude with an individual make inquiry into the state of his circumstances, and so if they enter into them with a limited company, it is their own fault if they do not inquire into the nature of the memorandum and articles, and look to the register of shareholders. If strangers (no misrepresentation being made) choose to deal with a company without inquiry, they have no right to complain, when it turns out that the shareholders are under no personal liability." This case was pressed upon me by the advocate of Mr. Rhodes, and the advocates of the other shareholders in the same interest, and I am bound by its authority, and must implicitly follow it. I observe however, that in that case neither in the court below (so far as I can judge from the judgment of the Vice-Chancellor, as set out in a note L. R. 5 Ch. pp. 349—353, 18 W. R. 500), nor in the court of appeal was any question raised as to how far the contract might be affected as to its validity by the circumstance that the vendors, being directors, were interested in its performance. Nor has any such question been raised before me, nor if raised do I think in the face of the *Baglan Hall* case I could have allowed it to have any weight, neither can I allow my judgment to be affected by the circumstance which exists in this case, and was pressed upon me, that a not inconsiderable number of the creditors in this company are tradesmen, who have supplied goods being necessities for the use of the mine and working miners, to whom wages are due for work and labour done at the mine. The law recognises no distinction of persons, and the judgment of Lord Justice Giffard points out clearly what these persons should have done, and what inquiries they should have made, before they supplied goods or did the work. Any objection on their part, that if they had seen and read the memorandum of association, the articles, and the register of shareholders, they could not have understood their legal effect, would be of no avail. *Ignorantia juris neminem excusat*. The protection which the law in the spirit of equal justice throws round the shareholders for the enjoyment of their rights could not be allowed to be impaired through the ignorance of those who engaged in these dealings with the company. This argument would impugn the policy of the acts with which I have nothing to do. On the argument before me, a case before the Master of the Rolls, on December 14th, and reported in the Weekly Notes of the 28th December last, *Fothergill's case* was referred to, which as reported, appeared to have a bearing favourable to the official liquidator upon the question of the effect of a registered contract, under the 25th section of the act of 1867, upon the liability of a shareholder, to pay in cash the amount of the shares for which he had signed the memorandum of association, and also had had allotted to him, shares fully paid up in pursuance of a contract duly made and filed before the issue of shares. I find, however, from a note in the *Solicitors' Journal* of January 4th, that that case is under appeal, and I should not feel justified in treating that decision as in any way diminishing the effect of Lord Justice Giffard's decision in the *Baglan Hall* case, so far as I consider it applicable to the case now before me. The result is, that Rhodes will be struck off the list of contributories, and the same course will be taken as to all other subscribers for and who now hold original shares. I think, however, for the reason given by Lord Justice Giffard in the *Baglan Hall* case, (*viz.*, that persons who enter into a transaction of this nature, must expect to have it strictly examined), that Mr. Rhodes and all others in the like condition, should bear their own costs of this application, and the official liquidator will take his costs out of the estate.

As to transferees of shares, persons who stand in the position of Cookson and Fawcett, who bought from Rhodes—all those persons were *bona fide* purchasers for value of shares represented upon the certificate and transfers as fully paid-up, and as none consented or desired to be put on the list as members, I order all their names to be struck off—the company have clearly no demand against them. Some of them complained of having been deluded into buying shares at high premiums, upon representations which have not been realized, and were anxious to state their grievances before me, but those were matters foreign to the company and the objects of this winding up, and I declined to hear them or allow their complaints to be stated. I think, however, these persons where they have appeared separately from the subscribers, should be allowed their costs of the day's attendance out of the estate. But this order will not prevent any of the persons now struck off from being put on a list hereafter, as members for the purpose of participating in any surplus. There still remain the cases of persons who are proposed to be put on the list of the holders of preference shares, but I understand the official liquidator does not propose to proceed with the case of these persons at present. The orders now made will be dated as of to-day.

APPOINTMENTS.

Mr. CHARLES WILLIAM GARROD, of Wells, Somerset, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the county of Somerset, also in and for the city of Wells.

GENERAL CORRESPONDENCE.

INDORSED CHEQUE AS PROOF OF PAYMENT.

Sir,—Will some one of your readers be so good as to inform me in your next number whether if "J." pays "B." an account of £50 by cheque, which cheque "J." indorses, and it is afterwards paid by "B.'s" bankers but no stamped receipt is given by "J." for the money, in the event of an action being brought to recover the account "B." could produce the cheque with "J.'s" indorsement in proof of payment in the same manner as he could have produced a stamped receipt? J. R.

SOCIETIES AND INSTITUTIONS.

BIRMINGHAM LAW SOCIETY.

On January 24 the annual meeting of the Birmingham Law Society was held at the Queen's Hotel, under the presidency of Mr. ARTHUR RYLAND, in the absence of the president of the society, Mr. J. W. Whateley, and there was a numerous attendance. The honorary secretary (Mr. T. Horton) read letters of apology for non-attendance from Messrs. W. H. King (Stourbridge), Spencer, Martineau, R. H. Milward, Marlow (Walsall), and others.

The annual report and statement of accounts were taken as read. The report stated that the number of members of the society, which at the last annual meeting stood at 115, had during the past year increased to 160. There had been one death and two resignations, the latter on account of removal from Birmingham. With a view to increase the usefulness of the society, and to strengthen the organisation of the profession, the committee, in June last, invited gentlemen practising in the vicinity of Birmingham to become members of the association. Up to this time nineteen gentlemen had responded to the invitation, and had been elected members of the society. To the same end, the committee thought it expedient that their body should include some of the practitioners named, and to give effect thereto a resolution would be submitted to the meeting for increasing the number of the committee from fifteen to twenty-one, and the committee hoped that the vacancies created would be filled by the election of gentlemen practising in the vicinity of Birmingham. The committee had a conviction that the financial position of the society was upon a sound basis, and the expenditure made this year in anticipation of surplus income of the present and the suc-

ceeding year was both expedient and judicious. The committee report that, in accordance with the articles of association, they elected as officers of the society for the past year—Mr. J. W. Whateley, president; Mr. A. Ryland, vice-president; and Mr. Thomas Horton, honorary secretary and treasurer. The other members of the committee cannot allow the retirement of Mr. G. J. Johnson from the offices of honorary secretary and treasurer to be recorded without an expression of their recognition of the valuable services rendered by that gentleman to the society—services which in no small degree tended to raise the society to its present position amongst provincial law associations. The committee had caused a petition on legal education, signed by nearly all the practising solicitors in Birmingham, to be presented to the House of Commons, in favour of the general principles set forth in the motion of Sir R. Palmer on the 1st March last; and instigated similar petitions to be transmitted from solicitors practising in Warwickshire and Staffordshire. They hoped that their successors would continue to give attention to this important subject. The Court of Chancery Funds Bill had received the attention of the committee, and they petitioned the House of Commons with reference to some of the provisions of the bill, with suggestions for amendments in others. The combined action of the London and Provincial Law Societies with reference to these amendments led in the main to their adoption. The Public Prosecutors Bill, the Real Estate Titles Bill, the Law of Evidence Amendment Bill, and the Supreme Court of Appeal Bill were considered by the committee, but their withdrawal from the consideration of the Legislature rendered further action with reference to them unnecessary. The committee, in April last, received a communication from the Warden of the Queen's College, requesting the co-operation of this society in a proposed revival of the Law Department of the College, and a deputation from the committee met and conferred with a sub-committee of the College Council with reference thereto. Every consideration was given by the association committee, who, while recognising, with reference to legal education in Birmingham, the importance of such an institution as the Law Department of the Queen's College, under competent professors and tutors, and after obtaining the experience of the working of similar existing institutions at Liverpool and Manchester, came to the unanimous conclusion that for the present the suggested revival of the department should not be attempted. The large increase in the number of members of the society, and the greater use of the library, induced the committee to endeavour to supply acknowledged deficiencies. The committee acknowledged donations of books from various gentlemen in Birmingham and vicinity. The revenue having increased, the committee thought it well to anticipate the probable surplus income of the years 1873 and 1874, for the purposes of the library. The total number of volumes added to the library during the year was close upon 1,000, of which about one-third had been presented. The society's library now numbered 4,000 volumes. The resolutions of the Judicature Commission, communicated to the public press prior to the issue of the second report, received careful consideration, and a statement (prepared by Mr. C. T. Saunders) embodying the views of the committee with reference to the suggested changes, and with suggestions for further reforms deemed expedient, was forwarded to the Commissioners. A deputation from the committee attended the annual meeting of the Metropolitan and Provincial Law Association, in London, in June last, and an invitation from the committee to the association to hold the meeting for the year 1873 in Birmingham was accepted, and the 17th October next fixed as the date thereof. Preliminary examinations: During the year four examinations had been held in Birmingham; 63 candidates presented themselves for examination, 58 passed, and 7 were postponed. The Incorporated Law Society had intimated to the committee that, of the Birmingham law students examined in the year 1872, Mr. Walter Hornblower was entitled to honorary distinction, and the committee had much pleasure in awarding to Mr. Hornblower the society's gold medal. The committee regretted to find a return, on the part of Birmingham auctioneers, to the objectionable practice of holding property sales at taverns in an evening, a practice now abandoned in every town of any size. The experience of the members of the committee, and, as they believed, of the profession generally, was that auctions of property could be successfully conducted in

ordinary business hours, at a business place, freed from the objections connected with auctions at taverns; and this opinion was confirmed by a return of sales effected, furnished by a firm of auctioneers in Birmingham, whose general practice was to hold property sales in the forenoon.

The balance-sheet showed that the subscriptions during the year 1872 amounted to £261 9s. There was a balance due to the Birmingham Banking Company of £381 13s. 11d. The sum of £495 7s. 5d. had been expended in the purchase of reports, statutes, text-books, and Parliamentary papers during the year.

The CHAIRMAN regretted the absence of their president through illness. He congratulated them upon the position of the association. He thought it was never in a healthier or better condition. They had more members, more books, and more work to do, and he believed they had had no complaint of any irregularity in practice on the part of any of the members. They would observe in the report a recommendation to increase the number of the committee, with a view to give a wider basis to their operations. They were anxious that society should be considered, not simply as a Birmingham society, but as a Law Society for the Midland Counties, so far as the Midland Counties were not provided with law societies. It was very important they should have members from various places around, so as to have varied interests represented. They all knew, from the meetings they had held on the subject, that the question of a law school was still before them, and was likely to be for some time; and whether it was successful or not would depend very much on the profession acting in unison for what they believed to be a most important object. He, along with Mr. Saunders and other members of the society, had attended some remarkable meetings on the question—remarkable because, almost for the first time, he thought, the members of the bar and solicitors had met for a common object, and in one of the halls of the Inns of Court. What they had done was work of the greatest importance, not because it would raise their profession in any way distinct from forwarding the interests of the public, because there was no difference between the one and the other. The library had never been in so good a condition as it was now. The hon. secretaries whom they had had for the last few years had been distinguished for the zeal and ability with which they had endeavoured to increase their library; but he could say, without fear of contradiction, that no secretary ever showed more zeal, industry, and devotion to that work than their present secretary. After briefly referring to subjects touched upon in the report, he concluded by moving, "That the report of the committee be received, approved, and entered on the minutes, and that the treasurers' accounts be passed."

Mr. C. T. SAUNDERS, in seconding the resolution, alluded to the subject of legal education, and the measure introduced to Parliament last session by Sir Roundell Palmer, and expressed disappointment that it met with a defeat. To show the feeling amongst the members of both branches of the profession throughout the country in favour of the measure, he mentioned that no less than 6,000 signatures were obtained to a petition expressing approval of it. The defeat of the measure, by a majority of 13, was due primarily to the opposition of the Government, who assigned want of time as the cause of their not supporting it. Other reasons were assigned as to the vagueness of the resolutions, and many members objected to it because of the indefiniteness of the scheme. His own view of the matter was that if they were to succeed it would be by adopting the scheme in a more concrete form, by endeavouring to raise altogether the Inns of Courts from their present position, and as far as possible endeavouring to raise their own great society into a fifth Inn of Court as it were, which should represent solicitors throughout the kingdom, to be united with the Inn of Court in one common senate with the common right of admission to lectures. A scheme of that character was being promoted in Ireland. Although the Inns of Court had, since the defeat in the House of Commons, endeavoured to take the wind out of the sails of the Legal Education Association, by adopting many of the most important reforms which formed part of the programme of the Legal Education Association, still those members of the bar who had advocated the scheme from the beginning had not wavered from their original opinions, and he had great hope that with the valuable assistance of Lord Selborne, the scheme would be

ultimately adopted in its integrity. It might be of interest to the society to know that the second report of the Judicature Commissioners, which was a report full of interest from the great changes it proposed to make in the administration of the law, contained the principal recommendations of the law societies of this country. The members of various law societies in the kingdom met the year before last, and settled the main principles of the reforms they thought ought to form part of any radical change in the administration of the law. Some of them had the honour of giving evidence before the Commissioners, and there was an almost entire unanimity of opinion expressed by the representatives of the different societies present on that occasion, and the recommendations made had been carried out almost in their integrity in the Commissioners' report. With regard to the preliminary examinations, he could wish that there was one great change made, and that was that the merchants and manufacturers of this town, who sent their sons to their offices, should keep them at school two years longer. It was ridiculous to send them boys of fifteen, but if they waited until they were eighteen they would enter on the study of the law with greater interest.

The resolution was carried.

On the motion of Mr. EVANS, seconded by Mr. BRADBURY, it was resolved, "That the number of the committee be increased from 15 to 21."

Mr. G. J. JOHNSON proposed, Mr. BALDWIN seconded, and it was carried, "That the best thanks of this meeting be presented to the gentlemen who had made donations of legal works, Acts of Parliament, &c., for the extension of the society's library."

Messrs. J. B. Clark and Wm. Coleman were appointed auditors for the ensuing year.

The CHAIRMAN moved "That this meeting desires, on recording the retirement of Mr. Thomas Smith James from the committee of the society, to express its high sense of the services he has rendered to the society for a period of nearly forty years."

Mr. EVANS seconded the motion, which was unanimously passed.

The CHAIRMAN then presented Mr. Walter Hornblower, a student, examined in 1872 by the Incorporated Law Society, and reported to be entitled to honorary distinction, with the Birmingham Law Society's gold medal.

Mr. HORNBLOWER suitably acknowledged the presentation.

Mr. ALLEN asked whether gentlemen present had considered the subject of conveyancing charges, and, if they had adopted them, what reception they had met with amongst clients?

The CHAIRMAN said he could not give his own experience, but he informed Mr. Allen that the Lord Chancellor had prepared a bill on the subject, and he understood he was willing to favourably receive the opinions of the profession upon the matter.

A vote of thanks was passed to the committee and officers of the past year.

The following gentlemen were elected as the committee for the ensuing year:—Messrs. H. Addenbrook (Sutton Coldfield), W. S. Allen (Birmingham), T. Browett (Coventry), E. Caddick (West Bromwich), B. Cheshire (Birmingham), W. Evans, W. S. Harding, T. Horton, G. J. Johnson (Birmingham), W. H. King (Stourbridge), J. Marigold (Birmingham), T. Marlow (Walsall), C. E. Mathews, R. H. Milward, A. Ryland, F. Sanders, C. T. Saunders (Birmingham), J. H. Thursfield (Wednesbury), J. W. Whateley, G. Whateley, and W. R. Willis (Birmingham).

Mr. W. S. ALLEN drew attention to the remarks of Mr. Edward Lewis, M.P. in London, touching the responsibilities of counsel and solicitors, and complained that the moral responsibilities which attorneys were compelled to observe were not binding upon counsel. He proposed the following resolution:—"That this society observes with satisfaction the pledge recently given by Mr. Lewis, M.P., that he will use his position and influence as a member of Parliament towards assimilating the liability of both branches of the legal profession in reference to their professional responsibilities."

Mr. G. J. JOHNSON seconded the resolution, which received the support of the Chairman, and was carried unanimously.

A vote of thanks to the Secretary (Mr. Horton) and the Chairman concluded the meeting.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society on Tuesday last the question discussed was No. 509, legal, "Can a husband, by a private arrangement with his wife, who lives with him, uncommunicated to a tradesman, limit his wife's implied authority?" Mr. Hargreaves opened the debate in the affirmative, but it was ultimately decided in the negative by a considerable majority.

ARTICLED CLERKS' SOCIETY.

A meeting of this society was held at Clements Inn Hall, on Wednesday, the 29th January, 1873. The subject for the evening's debate was, "That the fusion of law and equity is desirable." The motion was carried by a majority of two.

LIVERPOOL LAW STUDENTS' SOCIETY.

A meeting of this society was held at the Law Library on the 23rd of January last, Mr. James W. Alsop in the chair. The subject for discussion was—"B, a broker, was employed by A. to sell, and as selling broker sold 'to arrive' on the terms that the goods were 'fair average quality in the opinion of the selling broker.' The buyers, on the arrival of the goods, refused to take them. B, on an inspection, gave his opinion that the goods so sold were not of fair average quality, according to the contract. Is B. liable to A. for not using due skill in forming such opinion?" The negative side of the question was carried unanimously.

NORWICH LAW STUDENTS' SOCIETY.

A meeting of this society was held on the 27th inst., at St. Andrew's Hall, Mr. Joseph Stanley, solicitor, in the chair, when the following questions were discussed—"Does the common law right of an apprentice to avoid his indentures on attaining his majority exist since the Master and Servant Act (30 & 31 Vict. c. 141)?" the question was decided in the negative. "Is accord and satisfaction with a person injured a defence to an action by his representatives under 9 & 10 Vict. c. 93 after his decease?" This question elicited little opposition, in consequence of the case of *Read v. The Great Eastern Railway Company* (16 W. R. 1040), the judgment of which was considered a full answer to the question.

It is stated that the following gentlemen have received intimation from the Lord Chancellor that they are to be appointed Queen's Counsel:—Mr. Watkin Williams, M.P., of the Home Circuit; Mr. Littler, Northern Circuit; Mr. Metcalfe, Norfolk Circuit; Mr. J. W. Bowen, South Wales and Chester Circuit; Mr. Morgan Lloyd, North Wales Circuit; Mr. H. M. Jackson, of the Chancery Bar; and Mr. Cowie of the Indian and Privy Council Bar.

MODERN LEGISLATION.—The legislator of to-day is like an overloaded traveller hurrying to a railway station. He has a portmanteau in one hand, and in the other a small leathern bag and hatbox. A railway rug is flung over his shoulders, and a sheaf of umbrellas, sticks, and fishing-rods is under his right arm. That he should drop one or more of them on his way is the most natural thing in the world. Nor is it difficult to divine the reason of his thus overloading himself. The simple truth is that he does not exactly know what he will want on his journey. After filling his portmanteau it occurred or was suggested to him that this, that, and the other article would also be required; and hence parcel after parcel is added till at last it is impossible for him to move with any success under his impedimenta. This represents the true genesis of the "Amendment Act," the "Act to explain an Act," the "So-and-so Act, 1869," as opposed to the "So-and-so Act, 1867." The remedy in each case is obvious. The luggage must be completely unpacked and the statutes wholly repealed; the traveller and the legislator alike must then take a careful survey of their contents, select from them those articles which are indispensable, and pack them up neatly and portably, the one in a single portmanteau, the other in a Consolidation Act.—*Pall Mall Gazette*.

PROPERTY IN CREDIT.

I.

The idea of property in the maker in his own obligation to pay money, is not new, as the following cases touching gifts *mortis causa* illustrate. In *Lawson v. Lawson*, 1 F. Will. 441 (1718), a man, near death, gave his wife an order on a goldsmith (goldsmiths then acting as deposit bankers) for £100, stating it was for her mourning and support till her legacy was available. This was held, after much consideration, a good gift, and she recovered the money by action after the death of the husband. This is often spoken of as based on an "appointment;" but the Court held it a good gift, and "appointment" is spoken of as analogous.

In *Wright v. Wright*, 1 Cow. 598, under a like condition, a man gave his own note to the plaintiff, and he recovered it in this action against the executors. This case has been since overruled, and spoken of as not duly considered; but the precise point, that it was the gift of a mere promise, was made, and the opinion of Savage, C.J., for the whole court, was very decided, that the delivery of his own note was as good as though the note was made by another.

In *Bowers v. Hurd*, 10 Mass. 427, the donor's own note was delivered to a third party to be given to the donee at the death of the maker; and the donee recovered in a suit on it against the executors. Parker, C.J., puts it on two grounds: (1) That it was good as a gift; (2) That being expressed for a consideration, it could not be impeached. In 5 Pick. 394, the same judge reviews and overrules the second reason above, but expressly affirms the judgment in *Bowers v. Hurd*. In *Grover v. Grover*, 24 Pick. 261, where the gift of a third party's unassigned note and mortgage is held good, the Court says, "We concur with the decision in *Wright v. Wright*," and no distinction between the gift of the donor's own note and that of another is observed. In *Tate v. Hilbert*, 2 Ves. Jr. 112 (1793), the donor gave a cheque on his banker for £200 to one, and his own note for £1,000 to another donee. A bill for recovery was dismissed because the plaintiff had as full a remedy at law as in equity, and if none at law, none in equity. At an adjourned consideration, the chancellor (Loughborough) expressed the opinion confidently, that plaintiff could recover on both instruments at law. After consultation with common law counsel, a recovery at law was advised on the note, and the bill stood over for that action, but as to the cheque, was dismissed.

These decisions are against the current of cases, but the opposition is put more upon the policy of permitting such dispositions of estates, than a denial of property in credit. Thus, in *Harris v. Clark*, 2 Barb. 94, such a gift of a cheque or order was held void. The judge distinguishes it from the gift of the donor's own note, but does not decide upon the distinction; and on appeal, in 3 N. Y. 112, Ruggles, J. (p. 212), declares that, as an original question, upon principle he would uphold the gift; but on the "weight of authority" he overrules *Wright v. Wright*, and in support of his opinion cites the following cases, viz., *Holliday v. Atkinson*, 5 B. & C. 501; but in this case no question of gift *mortis causa* was discussed, but only an instruction to the jury on what was, or not, a sufficient consideration to support a note given by an imbecile to a child; and *Raymond v. Sellick*, 10 Conn. 480, which is reversed in *Brown v. Brown*, 18 Conn. 410, as a case involving a gift of a note *inter vivos*, and not *mortis causa*; and *Parish v. Stone*, 14 Pick. 198, which is a case in point, as the gift of the donor's own note is held void on the ground that gifts *mortis causa* are not good till death, and therefore the note was not a *chose in action* at all when given, and could not, in the nature of things, be a promissory note as known in the law merchant; this is contrary to the two prior cases in that state, and confounds the note itself with the gift of it; and *Holly v. Adams*, 16 Vt. 206, a case also in point, where the gift was of the donor's own note, and was held void, on the ground that the note was but evidence of the donor's promise to give so much money, which was void for want of consideration. Was the "weight of authority" at that date with the opinion? The question of consideration is not a test in such cases. Wherever a litigation arises over a gift to which the giver or his representative is a party, the want of consideration may be pleaded to defeat the gift, according to modern cases, whether the gift was a chattel, land, or any *chose in action*. If the donor indorse and give a third party's note, who proves fraudulent, the gift is good, but the executors could plead want of consideration. The

distinction hinted at, between a note and cheque, in 2 Barb. 99, finds expression as law in *Hewett v. Kaye*, 16 W. R. 835, L. R. 6 Eq. 198, where the gift of the donor's bank-cheque, not presented in his lifetime, is held void on the ground that, till presented and accepted, it is but a direction to pay money, and revocable by the maker, and that death is such revocation. The Master of the Rolls says the gift of an I O U is good. This is but a mere memorandum, and is not negotiable paper: 14 C. B. N. S. 370. Does he mean the I O U of the donor? *Hewett v. Kaye* is followed in *Beak v. Beak*, 20 W. R. Ch. Dig. 4, L. R. 13 Eq. 489, by the Vice-Chancellor in a case of an unrepresented cheque.

Beside the varying grounds mentioned for the above opinions, are the following, which, too, have given way before the commercial usages of later times. In Powell it is said there can be no gift without possession go with the gift, and as *chooses in action* are incorporeal hereditaments, no gift can be made of a *chose in action*; and, accordingly, in *Miller v. Miller*, 3 P. Will. 356 (1735), *donatio mortis causa* of a third party's note was held void. But in *Snellgrove v. Bailey*, 3 Atk. 214, such a gift of a bond was upheld, on the ground that, as the donor had lost it (as he could not recover without profert), the donee must have gained it; but the better reason is only casually mentioned, viz., the growth of the practice of assignments of *chooses in action*; and in *Gardner v. Parker*, 3 Mad. 184 (1818), the donee of a third party's bond was decreed entitled to sue it in the executor's name; and in *Duffell v. Elwes*, 1 B'gh N. S. 497, the gift of a third person's unassigned mortgage (with the bond) was held good against the theory usually accepted as common law, that the mortgagee held the legal title to the land, which could pass by writing only. This finally demolished the reason given by Powell.

Gifts *causa mortis* were an invention to evade the Statute of Wills, and expressly upheld as such, and the sole ground on which to oppose the gift of the donor's own notes, is that mentioned in *Raymond v. Sellick*, 10 Conn. 480; viz., the temptation to fraud and imposition upon a dying man by those surrounding him, whereby his whole estate might be disposed of contrary to the policy of the Statutes of Wills, and against the donor's unweakened judgment. The same reason is also stated in *Craig v. Craig*, 3 Barb. Ch. 116, where the donor left his note with his will sealed up, and the gift is avoided mainly for want of delivery; though after a review of the cases the Chancellor thinks the weight of authority against the gift even if delivered; and Lord Eldon says it would be well to abolish all gifts *causa mortis* by statute.—*American Law Review*.

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

The following gentlemen were on Monday called to the degree of Barrister-at-Law:—

Lincoln's Inn.—Charles Deslandes Church Winter, of the Indian Civil Service; James Bridger Philby, B.A. and S.C.L., Oxford; Montague Johnstone Muir Mackenzie, Scholar of Brasenose College, Oxford; Elliot Charles Bovill, B.A., Oxford, Junior Student of Christ Church; Edward Watson, M.A., Dublin; Harrington Arthur Harrop Hulton, B.A., Cambridge; Arthur Joseph Waley; Francis Eustace Ayl, B.A., Oxford; John Gregory Apear, of Christ Church, Oxford; Timothy Nathaniel Hilbery, B.A., Oxford; Alexander Douglas Orr, B.A., Cambridge; Frank Russell, of Trinity College, Cambridge; Shelford Bidwell, B.A. and LL.B., Cambridge; Edmund Warren Craigie; Peter Frederick Shortland, LL.D., Cambridge, late Fellow of Pembroke College; Gerald Henry Baird Young, John M'Millan, Arthur Houssemayne du Boulay, and Hugh Fortescue Locke King.

Inner Temple.—Christopher Venn Childe (holder of a Certificate of Honour of the First-class, awarded Michaelmas Term, 1872), B.A., LL.B., Cambridge; George Frederic Holroyd, M.A., Cambridge; Francis Beaufort Palmer, Oxford; Samuel Henry Sandbach, M.A., Oxford; Edward Nicholas Fenwick Fenwick, B.A., Cambridge; Ingram Bathurst Walker; Charles George Walpole, B.A., Cambridge; Edwin Sandys Barker; Hugh Garden Seth Smith, B.A., Cambridge; George Knowles, B.A., Cambridge; Ebenezer John Buchanan; Bedford Clapperton Trevelyan Pim, Captain R.N., and J.P. for the county of Middlesex; Syed Amer Ali, M.A., LL.B., Calcutta; George Edward Smythe, B.A., Cambridge.

Middle Temple.—William Yardley, of Trinity College, Cambridge; Arthur Gough Pigott, B.A., Exeter College, Oxford; William Cordeaux, B.A., St. John's College Cambridge; William Crossdill, B.A., Pembroke College, Oxford; James Fenning Torr, B.A., Pembroke College, Oxford; Ernest John Trevelyan; Thomas Fuller, M.A., Trinity College, Cambridge; the Hon. Mark Pleydell Bouverie; Henry Whaley, of the London University; Kishon Mohan Chatterjea, B.A. and B. L., Calcutta University; Abel Thomas, B.A., University of London; John Macdonnell, M.A., University of Aberdeen; Walter Dalton, M.A., Pembroke College, Oxford; Evan Oakes Williams, of New Inn Hall, Oxford; Joseph Gompertz Montefiore; Henry Loudon Buck; Henry William Bleby, B.A., London University; Henry March Webb, University of London; Francois Claude Amable de Lapelin, Arthur Edward Tooze, William Hardy, John Peter Grain, Henry Rawlins; Pipon School—Charles Edward Lanauze, and Sitaram Narayan Pandites, University of Bombay.

UNIVERSITY OF LONDON.—1873.

FIRST LL.B. EXAMINATION.

Examination for Honours.

Jurisprudence and Roman Law.—First Class.

Buckley, James Fraser (Exhibition).—New Kingswood School and private study.

Fuller, Edward Newton.—Private study.

Husband, William Foot.—Private study.

Spalding, Thomas Alfred.—University College and private tuition.

Second Class.

Emanuel, Edward Janverin.—University College and private study.

Woodhouse, James Thomas.—Private study.

Daniels, George St. Leger.—Private study.

Third Class.

Goode, John.—King's College.

Sly, Richard Meares, B.A. Sydney.—University College.

Cavanagh, Christopher, B.A.—Private study.

Walker, Graves George.—Private study.

SECOND LL.B. EXAMINATION.

Examination for Honours.

Common Law and Equity.—First Class.

Edwards, William Douglas (Scholarship).—Private study.

Cozens-Hardy, Sydney.—Private study and University College.

Eady, Charles Swinfen.—Private study.

Third Class.

Gard, William Snowdon.—University College.

Willcocks, Roger Henry.—Private tuition and King's Coll.

LL.D. EXAMINATION.

Pass List.

Benson, James Bourne, B.A. (Gold Medal).—University College.

Brice, Seward William, M.A.—University College.

LEGAL EDUCATION.

The Benchers of the Four Inns of Court have agreed to the following resolution:—

"That in the opinion of this Bench it is expedient that the Council of Legal Education be authorised, if they think fit, to admit persons not being members of any Inn of Court to attend lectures of the Professors under the new scheme, subject to such regulations and to the payment of such fees as the Council of Legal Education may make and impose."

The next meeting of the Juridical Society will be held on Wednesday next, when Mr. H. Burton Buckley will read a paper on—"The Liability of Past Members of Limited Companies in Liquidation." Mr. Westlake will preside.

THE NEW LAW COURTS.—At a meeting of the Common Council on Thursday, Mr. Pedler said that a notice had been received by some builders in London to tender for the erection of the Law Courts.

COURT PAPERS.

SPRING CIRCUITS.

HOME.

Cockburn, C.J., and Brett, J.

Hertford, Feb. 28; Chelmsford, March 5; Maidstone, March 10; Lewes, March 17; Kingston, March 24.

Civil business will not be taken at Hertford until Monday, March 3, at 11 o'clock.

MIDLAND.

Bovill, C.J., and Denman, J.

Warwick, Feb. 26; Derby, March 4; Nottingham, March 10; Lincoln, March 14; York, March 20; Leeds, March 26.

NORFOLK.

Kelly, C.B., and Martin, B.

Oakham, Feb. 25; Leicester, Feb. 26; Northampton, March 3; Aylesbury, March 6; Bedford, March 10; Huntingdon, March 13; Cambridge, March 15; Norwich, March 20; Ipswich, March 25.

Civil business will not be taken at Leicester until Friday, February 28.

NORTHERN.

Archibald, J., and Pollock, B.

Appleby, Feb. 17; Carlisle, Feb. 19; Newcastle, Feb. 24; Durham, March 1; Lancaster, March 11; Manchester, March 14; Liverpool, March 26.

OXFORD.

Quain, J., and Honyman, J.

Reading, Feb. 25; Oxford, Feb. 27; Worcester, March 3; Stafford, March 7; Shrewsbury, March 18; Hereford, March 22; Monmouth, March 26; Gloucester, April 1.

WESTERN.

Pigott, B., and Grove, J.

Devizes, Feb. 26; Winchester, March 3; Dorchester, March 10; Exeter, March 14; Bodmin, March 21; Taunton, March 26; Bristol, April 1.

NORTH WALES AND CHESTER.

Mellor, J.

Welshpool, March 12; Dolgelly, March 13; Carnarvon, March 17; Beaumaris, March 20; Ruthin, March 24; Mold, March 27; Chester, March 29.

SOUTH WALES AND CHESTER.

Lush, J.

Haverfordwest, Feb. 21; Cardigan, Feb. 26; Carmarthen, March 1; Swansea, March 6; Brecon, March 21; Presteign, March 26; Chester, March 29.

Bramwell, B., remains in town.

MR. JUSTICE HONYMAN.—A Serjeants' Feast was given on Thursday night at the Middle Temple on the occasion of Sir George Honyman leaving the society on becoming a member of Serjeants' Inn. According to ancient usage this ceremony is only observed when a member of the Inn receives the coif during Term, the last Judge who thus formally took leave of the members of this Inn having been Sir Alexander Cockburn, who became a serjeant in 1856. On Thursday night Sir George Honyman appeared in the old Middle Temple Hall in his robe as a benchler for the last time, the members of the Inn clapping their hands as he walked up the hall by the side of Sir John Karslake (the Treasurer of the year) at the head of the benchers. One toast alone was given, "The Health of the Queen." Sir George Honyman by right of precedence read grace, and afterwards expressed the regret he felt in leaving the Inn, of which he had been a member since 1849. It was, however, a comfort to him, he said amid loud cheers, to believe that he did not leave behind a single enemy, while he did leave many friends. The Treasurer, Sir John Karslake, on behalf of the members of the society, bade farewell to Sir George Honyman, saying that they could not forget that the long and distinguished career of Sir George Honyman had entitled him to the high position which he had attained, and he believed he spoke the sentiments of all present when he said that a fairer and more honourable opponent or a more loyal and invaluable ally never sat opposite to or on the side of a brother counsel

than Sir George Honyman. The learned treasurer added that after many years of forensic strife he trusted Sir George would long be spared to ably and usefully discharge the duties of the high office to which he had been called. Sir George Honyman then walked down the hall alone amid the cheers of those present, and passed out at the principal door, followed by the head porter, who closed the outer doors as soon as he had gone out. The tolling of a bell signified to the members of the society that Sir George Honyman was no longer a member of the Inn, and that henceforth he could only dine with them as a guest.—*Times*.

THE JUDGES ON RECENT LEGISLATION.—In the course of the arguments in *Reg. v. The Justices of Lancaster*, Mr. Justice Blackburn said he should like to ask the members of the Legislature if they understood what they were about when they passed the Act, and why they had not used language that an ordinary petty sessions magistrate might be supposed to understand. He did not believe that Parliament or the draughtsman knew what the clause meant. The Lord Chief Justice said it was the most wonderful piece of legislative curiosity he had ever met with. Mr. Justice Mellor said it was impossible for human skill to go further and find words more calculated to puzzle everybody. They had been most ingeniously selected for that purpose. The Lord Chief Justice, in giving judgment, said he had never seen, during the whole course of his judicial experience, a more remarkable or more confusing and puzzling Act than this. It was an utterly bewildering section to construe—it was in fact one of the most curiously complicated complications he had ever met with. The Legislature must have had some intention on the point, but he was unable to discover it. Mr. Justice Blackburn doubted if there could be anything clear where parts of Acts of Parliament were repealed and fragments remained. It would be far better to sweep them all away and pass a new Act altogether that would be intelligible. He could not believe it was the fault of the draughtsman, but that he was told it was impossible to sweep all the Acts relating to the same subject away, and pass a fresh Act in one session of Parliament, and therefore he must draw an Act that would pass, leaving it to the judges, with the assistance of providence, to help them to construe it.

A VERY CONSIDERATE CHANCELLOR.—The *Southern Law Review* (Nashville) reports an address delivered to the bar by the Hon. W. F. Cooper, on assuming the duties of Chancellor for the Nashville district. The learned Chancellor commenced as follows:—"As soon as I begin the active discharge of my functions, it will become my duty to decide every litigated case, and every contested question presented, against one of you. I know, from practical experience, how difficult it often is to prevent the feeling of disappointment of the moment from influencing our permanent judgment. However high may be our opinion of the ability and integrity of a judge, it is apt to be shaken, if, when we have thoroughly convinced ourselves (as what good advocate does not in almost every case, even when it seemed hopeless at first), that law and justice are with us, the judge should unfortunately think otherwise; especially if he thinks so, as he sometimes will, very emphatically. I know no way to escape entirely this trait of our common nature, but we may soften its effect by being forewarned. Let us look leniently at each other's faults by striving, when a hitch occurs, to put ourselves in each other's position for the time being. Occasional collisions are inevitable. The lawyer, warm from his view of the wrongs and sufferings of his client, can not but feel some exasperation at the coolness with which the judge listens to their detail, and the pitiless impartiality which it is his duty to maintain. Let us mentally promise each other to try to guard against any unnecessary heat. If, occasionally, in the zeal for your clients, you should show more ardor than discretion, I shall try to bear in mind that I have been along there myself, and have often, no doubt, tried the temper of the incumbent of the bench. On the other hand, if, in the impulse of the moment, I should show any of the impatience or petulance which too often accompanies official position, I trust you will reflect that it may be your fate, some time or other, to be placed in the same predicament, and that you will be indulgent."

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

Last Quotation, Jan. 31, 1873.

3 per Cent. Consols, 92½	Annuities, April, '85 92½
Ditto for Account, Feb. 3, 92½	Do. (Red Sea T.) Aug. 1905 18½
3 per Cent. Reduced 92½	Ex Bills, £1000, — per Ct. par
New 3 per Cent., 92½	Ditto, £500, Do —par
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, —par
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per
Do. 2 per Cent., Jan. '73	Ct. (last half-year) 249
Annuities, Jan. '80 —	Ditto for Account,

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 205	Ind. Inf. Pr., 5 p Ct., Jan. '79
Ditto for Account, —	Ditto, 5½ per Cent., May, '79 105
Ditto 5 per Cent., July, '80 105	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '64 —
Ditto 4 per Cent., Oct. '85 10 4	Do. Do., 5 per Cent., Aug. '73 101
Ditto, ditto, Certificates, —	Do. Bonds, 4 per Ct., £1000
Ditto Encased Ppr., 4 per Cent. 96½	Ditto, ditto, under £1000

RAILWAY STOCK.

Railways.	Paid.	Closing Prices.
Stock Bristol and Exeter	100	119
Stock Caledonian	100	102½
Stock Glasgow and South-Western	100	130
Stock Great Eastern Ordinary Stock	100	42½
Stock Great Northern	100	135
Stock Do., A. Stock	100	153½
Stock Great Southern and Western of Ireland	100	118
Stock Great Western—Original	100	128½
Stock Lancashire and Yorkshire	100	160
Stock London, Brighton, and South Coast	100	78½xd
Stock London, Chatham, and Dover	100	25½
Stock London and North-Western	100	151½
Stock London and South-Western	100	109½
Stock Manchester, Sheffield, and Lincoln	100	84½xd
Stock Metropolitan	100	72
Stock Do., District	100	31
Stock Midland	100	143½
Stock North British	100	70½
Stock North Eastern	100	168½
Stock North London	100	120
Stock North Staffordshire	100	74
Stock South Devon	100	78
Stock South-Eastern	100	105½xd

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The directors of the Bank of England have again reduced the minimum rate of discount from 4 per cent to 3½ per cent.

Railway stocks have been in considerable demand through the week, and have advanced in price. In the early part of the week South Easterns especially reached an unusually high point. Yesterday the announcement of the North Eastern Dividend at 9½ per cent. against 10 per cent. at the corresponding period of 1871 caused a fall in the stock and some depression in the market.

In the foreign market the improvement in French securities and the contemplated repayment of the older issues of the United States Six Per Cent. Bonds have had a favourable effect. Yesterday the market was reported to be steady.

Messrs. Grant, Brothers & Co. notify that the Scrip Certificates for the Six per Cent. First Mortgage Bonds of the Northern Extension Railways Company issued by them are now ready for delivery in exchange for the bankers' receipts.

The lists of application for the issue of 6,250 Five per Cent. Extension Shares of the Somerset and Dorset Railway Company will be closed on Tuesday next, the 4th February.

The traffic receipts of the Erie Railway Company for the third week in January (7 days) amounted to 377,117 dollars.

The subscription list of the New Gas Company will close on Wednesday next for London, and on the following Thursday for the country the shares are quoted at ¼ to ½ premium.

The prospectus of the Preston Public Hall Company (Limited), has been issued, capital, £40,000, in 40,000 shares of £1 each, 5s. per share to be paid on application, 5s. on allotment, and the remainder on call as required. The objects for which the company is formed are to acquire

a piece of land in the town of Preston, and to erect thereon a Public Hall with all the requisite appliances and conveniences for public or private meetings, balls, concerts, oratorios, operatic, dramatic, and other entertainments.

LAW REFORM.—The *Times* says it is understood that the Government intend to make law reform the subject of one of their earliest measures in the forthcoming session. The Lord Chancellor has prepared a bill, entitled "Judicature Bill," which embodies many of the provisions as to the expediency of which a general concurrence of opinion was expressed in the course of debate in Parliament on former measures. A printed copy of the bill has been furnished not only to the members of the Cabinet but to the Law Lords and others who have expressed an interest in the subject, together with an intimation that all suggestions in reference to the clauses of the bill will receive the earnest consideration of its noble and learned author. The measure will be introduced in the Upper House.

PROFESSIONAL JURYMEN.—An American journal says—We hear much complaint against our present jury law. We hope it will not result in our going back to the old system, and having our court house again crowded with the old ring of professional jurymen, who depended for their support upon their *per diem* and what they could beg or borrow from attorneys in whose interest they claimed to be working. In a case where a special venire was ordered shortly before Christmas, in our city, one of the professionals begged of one of the attorneys to let him have a little money, if it was only to get home with. Another asked for two dollars to buy a turkey for his family, and when the attorney, not wishing to offend the professional, refused on the ground of the hardness of the times, he said, "Could not you spare enough to buy me a pair of chickens?"

BIRTHS AND DEATHS.

BIRTHS.

PHILLIPS—On Jan. 19, at Oak Lodge, Chippenham, Wilts, the wife of Francis Henry Phillips, solicitor, of a son.
RIDDELL—On Jan. 24, at 44, Montagu-square, the wife of Henry M. Ridell, Esq., of Lincoln's-inn, of a son.
ROGERS—On Jan. 24, the wife of Arundel Rogers, Esq., barrister-at-law, of a son.
WOOD—On Jan. 20, at The Hulme, Rochford, Essex, the wife of George Wood, Esq., jun., solicitor, of a daughter.

DEATHS.

CHAMBERLIN—On Jan. 20, at Great Yarmouth, Charles Henry Chamberlin, Esq., solicitor, and Registrar of the County Court, in his 62nd year.
DANIEL—On Jan. 26, at 16, Victoria-road, Clapham, Arthur William Trollope Daniel, of Lincoln's-inn, barrister-at-law.
DAX—On Jan. 27, at No. 85, St. George's-road, Warwick-square, Richard George Dax, Esq., barrister-at-law, of 4, Paper-buildings, Temple.
HOPWOOD—On Jan. 22, 25, Randolph-crescent, Maida-hill west, Anna Ellen, the beloved wife of James Thomas Hopwood, of Lincoln's-inn, barrister-at-law, aged 34 years.
LEWIS—On Jan. 22, at 53, Euston-square, James Graham Lewis, Esq., of 10, Ely-place, Holborn, in his 70th year.
MEGGY—On Jan. 24, at Coval Hall, Chelmsford, Andrew Meggy, Esq., solicitor, in the 54th year of his age.
PEEBLES—On Jan. 23, at 60, Eccles-street, Dublin, James Peebles, Esq., LL.D., Q.C., aged 72 years.
SHEPPARD—On Jan. 23, at Towcester, J. H. Sheppard, Esq., solicitor, aged 65.

LONDON GAZETTES.

Professional Partnerships Dissolved.

TUESDAY, Jan. 28, 1873.

King, J. M., and John King, Walsham-le-Willows, Suffolk, Attorneys and Solicitors. Jan 11

Winding up of Joint Stock Companies.

FRIDAY, Jan. 24, 1873.

LIMITED IN CHANCERY.

Import Fish and Oyster Company (Limited).—The Master of the Rolls has fixed Jan 29 at 11.30, at his chambers, for the appointment of an official liquidator.

Undercliff (Sale of Wight) Hotel Company (Limited).—Vice Chancellor Malins has, by an order dated Dec 19, ordered that the above company be wound up. Simpson, Borough High st, London Bridge, solicitor for the petitioner.

TUESDAY, Jan. 28, 1873.

UNLIMITED IN CHANCERY.

Andanson Fibre Company.—Petition for winding up, presented Jan 28, directed to be heard before Vice Chancellor Malins on Feb 14. Faine and Layton, Gresham House, Old Broad st, solicitors for the petitioners.

LIMITED IN CHANCERY.

Clayton Coal and Iron Company (Limited).—Vice Chancellor Malins has, by an order dated Jan 17, ordered that the above company be wound up. Webb, Gresham st, solicitor for the petitioners.

Eastern District Freehold Estates Company (Limited).—The Master of the Rolls has, by an order dated Dec 17, appointed Arthur Cooper, George st, Mansion House, to be liquidator.

Import Fish and Oyster Company (Limited).—The Master of the Rolls has, by an order dated Jan 18, ordered that the above company be wound up. Miller, Copthall et, solicitors for the petitioners.

Joint National Agency (Limited).—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims to James Wood Sully, Gresham House, Old Broad st. Monday, April 28 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Star and Garter (Limited).—Petition for winding up, presented Jan 24, directed to be heard before Vice Chancellor Bacon on Saturday, Feb 15. Harcourt and Macarthur, Moorgate st, solicitors for the petitioners.

COUNTY PALATINE OF LANCASTER.

FRIDAY, Jan. 24, 1873.

King's Sutton Ironstone Company (Limited).—The Vice Chancellor has fixed Jan 31 at 12, at Crown-st Chambers, Manx, for the appointment of an official liquidator. Wilbraham.

TUESDAY, Jan. 28, 1873.

County Palatine Loan and Discount Company (Limited).—Petition for winding up, presented Jan 23, directed to be heard before Vice Chancellor Little, at St George's Hall, Lpool, on Wednesday, Feb 5. Harvey and Alsop, Lpool, solicitors for the petitioners.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Jan. 24, 1873.

Barns, Charles Frederick Collis, Brighton, Sussex, Gent. Feb 20. Barns v Barns, V.C. Wickens. West and King, Cannon st. Deane, James, Tonbridge Wells, Kent, Esq. Feb 17. De Bylandt v Deane, V.C. Wickens. Rickards, Crown ct, Old Broad st. Delves, Joseph, Mount Zion, Tonbridge Wells, Kent, Gent. Feb 11. Delves v Delves, V.C. Malins. Stone, Tonbridge Wells. Hagen, Henry, Bruges, Belgium, Gent. Feb 22. Hagen v Hagen, V.C. Malins. Drew, Raymond bldg. Hutchins, Charles Coryton, Hatcham, Surrey, Government Clerk. Feb 20. Hutchins v Sanderson, V.C. Bacon. Saunders, Carey st, Lincoln's inn. Morrell, William, Upper Clapton, Licensed Victualler. Feb 28. Saunders v Betties, V.C. Wickens. Buchanan, Basinghall st. Wakeford, Mary Ann, Markham st, Chelsea, Widow. Feb 28. Henne v Batstone, V.C. Wickens. Newman and Payne, Clifford's inn, Fleet st.

TUESDAY, Jan. 28, 1873.

Alexander, Mary, Clifton, nr Bristol, Widow. Feb 28. Knight v Gibson, V.C. Wickens. Nicholl and Newman, Howard st, Strand. Baker, John, Homington, Wilts, Carpenter. Feb 20. Baker v Baker, M.R. Whistler, Salisbury. D'Arcy, Frank Hyde, Bevere Firs, Worcester, Esq. Feb 21. D'Arcy v D'Arcy, M.R. Hume and Bird, Gt James st, Bedford row. Gibbs, William, Surrey pl, Rotherhithe, Gent. Feb 28. Cotsford v Watts, M.R. Andrew and Atkins, George yd, Lombard st. Jones, William Hope, Hooton Grange, Cheshire, Esq. Feb 24. Dickson v Jones, M.R. Bilson, Lpool. Morris, Thomas Arthur, Doncaster, York, Merchant. Feb 28. Morris v Morris, V.C. Wickens. Collinson and Co, Doncaster. Norris, David, Newport Pagnell, Bucks, Gent. Feb 15. Norris v Woodward, V.C. Malins. Sarter, Bedford row. Worley, Henry, Walthamstow, Essex, Gent. March 3. Chapman v Worley, V.C. Malins. Baddeley, Leman st, Goodman's fields.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Jan. 24, 1873.

Balliffe, John, sen, Leeds, Brick Manufacturer. July 1. Turner, Leeds. Balcombe, Edward, Hereford rd, Bayswater, Gent. Feb 17. Tanqueray and Co, New Broad st. Bouchier, Rev Charles Spencer, Great Hallingbury, Essex. March 4. Wade and Knockner, Great Dunmow. Boyd, Emanuel Davis, Warwick rd, Maida Hill, Esq. Feb 20. Farrar and Co, Lincoln's inn fields. Bratt, Sarah, Kelisall, Chester, Widow. March 1. Spilsbury, Stafford. Butler, Arthur Pautet, Shirley, nr Southampton, Esq. Feb 28. Field and Co, Lincoln's inn fields. Button, Alfred, Reading, Berks, Gent. March 31. Dean and Co, South sq, Gray's inn. Chapman, Edward, New Windsor, Berks, Gent. March 6. Rixon and Son, Gracechurch st. Chapman, Jane, New Windsor, Berks, Widow. March 6. Rixon and Son, Gracechurch st. Clay, Rev Edmund, Brighton, Sussex. March 17. Taylor and Co, Great James st, Bedford row. Colbatch, William, Beaulieu House, Jersey, Gent. Feb 13. Phillips and Son, Abchurch lane. Crouch, William, Whitecross st, Licensed Victualler. Feb 21. Mackesson and Co, Lincoln's inn fields. Eastick, Jane, Stanhope st, Saint Pancras, Dressmaker. March 12. Briggs, Lincoln's inn fields. Elliott, Isaac, Newcastle upon Tyne, Contractor. March 1. Allan and Davis, Newcastle upon Tyne.

Felton, Hannah, Mornington Green rd, Islington, Widow. April 1. Whitton, Towcester. Gibson, John, Dalston, Cumberland, Farmer. March 15. Donald, Carlisle. Greville, William Henry, Queen st, Mayfair, Esq. April 20. Watkins and Co, Sackville st, Piccadilly. Haviland, Sophia Wyndham Cutburt, Rome, Italy, Spinster. March 20. Markby and Tarry, Coleman st. Hodson, Edward, Birmingham, Gent. March 7. Satchell and Chapple, Queen st, Chapsdale. Hogan, Patrick, Wolverhampton, Stafford, Merchant's Clerk. March 21. Rutter and Co, Wolverhampton. Holmden, Thomas, Glynde, Sussex, Yeoman. Feb 27. Lewis, Lewes. Hulbert, George, Cheltenham, Gloucester, Gent. March 26. Wheeler, Cheltenham. Mivart, John Edward, St Paul's rd, Camden sq. Feb 23. Ann Elizabeth Mivart, Prince of Wales' rd. Oldham, Benjamin, Ludhill, York, Farmer. Feb 23. Sykes, Huddersfield. Ram, Eleanor Sarah, Wilton terrace, Widow. March 26. Fairfoot and Webb, Clement's inn. Tebbitt, Sarah, Cottage House, Clapham Common, Widow. March 10. Aldridge, Montague place, Russell sq. Wyatt, Penelope, Hunt End, Feckenham, Worcester, Farmer. March 25. Holyoake, Droitwich.

TUESDAY, Jan. 28, 1873.

Asbridge, Joseph, Cockermouth, Cumberland, Ironmonger. March 3. Waugh, Cockermouth. Baker, Elizabeth, Corne Abbas, Dorset, Spinster. March 19. Andrews and Pope, Dorchester. Beddington, Edward Henry, Lancaster-gate, Hyde Park, Merchant. Dec 31. Samuel and Emanuel, Finsbury circus. Burch, Sydenham, Hillfield, Dorset, Yeoman. March 19. Andrews and Pope, Dorchester. Burgess, Isaac, Gifford Fold Farm, Biddulph, Farmer. March 25. Litchfield, Newcastle-under-Lyne. Carrick, Caroline, Henbury, Gloucester, Widow. Feb 24. Cooke and Sons, Bristol. Castle, Robert, Eastry, Kent, Esq. Aug 1. Wightwick and Co, Canterbury. Davis, Henry, Lucas st, Commercial rd, Clerk. March 7. French, Crutched Friars. Eastick, Jane, Stanhope st, Saint Pancras, Dressmaker. March 12. Briggs, Lincoln's inn fields. Felton, Hannah, Newington green rd, Islington, Widow. April 1. Whitton, Towcester. Frapp, Lucy, Redland, Bristol, Spinster. March 20. Danger and Cartwright, Bristol. Frapp, Daniel, Redland, Bristol, Esq. March 20. Danger and Cartwright, Bristol. George, George Thorne, Waterloo place, Pall Mall, Esq. March 20. Roche, Old Jewry. Hazell, John, sen, Blackthorn, Oxford, Farmer. Feb 1. Mills. Holmden, Thomas, Glynde, Sussex, Yeoman. Feb 27. Lewis, Lewes. Howard, Dorothea Catherine, Lower Soughton, Flint, Widow. March 19. Barlow and Co, Essex st, Strand. Hughes, James, Brompton rd, Licensed Victualler. March 20. Roche Old Jewry. Lawrence, Edward, Barham, Kent, Miller. March 1. Kipping, Essex st, Strand. Lewis, Thos Richard, Loughborough villas, Loughborough rd, Brixton, Gent. Feb 15. Farnfield, Serle st, Lincoln's inn. Longsdon, Robert, Queen st place, New Cannon st, Esq. May 1. Watkins and Co, Sackville st, Piccadilly. Ludlow, Henry, Moseley, Worcester, Solicitor. March 3. Clark, Birmingham. Milburn, John, Sunderland, Durham, Contractor. March 15. Hoyle, and Co, Newcastle upon Tyne. Mills, Mary Ann, Nether Green, Sheffield, Widow. Feb 24. Asty, Sheffield. Old, Catherine, Glanvilles Wootton, Dorset, Widow. March 19. Andrews and Pope, Dorchester. Pearson, Jane, Leeds, Spinster. July 1. Turner, Leeds. Philip, Margaret, Pembroke Dock. Feb 28. Gwynne and Stokes, Tenby. Rodd, Alfred, Rochford, Essex, Auctioneer. March 17. Gregson and Son, Rochford. Sibley, Caroline, Castle rd, Kentish Town, Widow. March 4. Roy and Cartwright, Lothbury. Teasdale, Joseph, Wear Villa, nr Westgate, Durham, Retired Miller. March 1. Thompson, Stanhope.

Bankrupts.

FRIDAY, Jan. 24, 1873.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Pasmore, James Roger, Bethnal green rd, Tailor. Pet Jan 30. Broadham. Feb 7 at 11. Solomon, Coleman, Oxford st, Fruiterer. Pet Jan 21. Hamlett. Feb 4 at 11.

To Surrender in the Country.

Camus, Louis, The Brook, nr Lpool, Comm Agent. Pet Jan 30. Hime. Lpool. Feb 5 at 2. Cooke, Samuel Charles, Oaklynge, Eastbourne, Sussex, Schoolmaster. Pet Jan 22. Blaker. Lewes. Feb 5 at 13. Hay, James, Litchurch, Derby, Journeyman Butcher. Pet Jan 31. Welier. Derby. Feb 13 at 19. Heseltine, John, jun, Manch, Grocer. Pet Jan 20. Kay. Manch. Feb 14 at 9.30. Hopkinson, George Edward, Watton, Norfolk. Pet Jan 21. Palmer. Norwich. Feb 6 at 2. Litt, Isaac, Egremont, Cumberland, Tanner. Pet Jan 22. Were. Whitehaven. Feb 7 at 2.

Shorey, William, Sundridge, Kenb, Butcher. Pet Jan '21. Walker. Tumbrie wells, Feb 5 at 12.30
 Taylor, William, jun, Willenhall, Stafford, Padlock Manufacturer. Pet Jan 21. Brown. Wolverhampton, Feb 10 at 12
 Williams, David, and John Williams, Pontymister, Monmouth, Mills. Pet Jan 22. Roberts. Newport, Feb 5 at 11

TUESDAY, Jan. 28, 1873.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Conley, Edward, Marion sq, Hackney rd, Chair Maker. Pet Jan 24. Brougham. Feb 7 at 12
 House, Richard, Curtain rd, Upholsters' Draper. Pet Jan 23. Roche. Feb 11 at 11
 Roome, William Frederick, Westbourne pk rd. Pet Jan 24. Roche. Feb 13 at 11

To Surrender in the Country.

Gee, Frederick Buckley, Edward Collier Gee, and John Henry Gee, Ashton-under-Lyne, Lancashire, Cotton Spinners. Pet Jan 24. Toy. Ashton-under-Lyne, Feb 20 at 11
 Hogg, Henry James, Lpool, Pawnbroker's Manager. Pet Jan 24. Hime. Lpool, Feb 11 at 2
 Robinson, J. H., Grantham, Lincoln, Cattle Dealer. Pet Jan 24. Patchitt. Nottingham, Feb 13 at 12
 Westall, William Bury, Manch, Dyer. Pet Jan 23. Kay. Manch, Feb 14 at 9.30

BANKRUPTCIES ANNULLED.

FRIDAY, JAN. 24, 1873.

Hawkins, George, and George Howe, Sarah pl, Creek rd, Deptford, Hay Merchants. Jan 23

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, JAN. 24, 1873.

Adams, James, Northampton, Shoe Manufacturer. Feb 6 at 3, at office of Shoosmith, N. w. and N. r. o. ampton
 Allen, Chas, Hur way, nr Gosport, Southampton, Messman. Feb 5 at 11, at offices of Walker, Union st, Portsea
 Baker, Edward, Birmingham, Grocer. Feb 6 at 11, at offices of Ladbury Newhall st, Birmingham
 Barnett, Solomon, Holywell st, Strand, Clothier. Feb 10 at 2, at offices of Barnett, New road st
 Barnett, Thomas John, Lower Belgrave st, Eaton sq, Builder. Feb 6 at 2, at Guildhall Coffee house, Gresham st. Merriman and Co. Queen st
 Baverstock, Richard Charles, Aldgate High st, Dining house Keeper, Feb 4 at 2, at offices of Dubois, Gresham buildings, Basinghall st. Maynard, Cliff's inn
 Beechey, Frederick Mai zer Charles, Kempston, Bedford, Surgeon. Feb 3 at 3, at offices of Stimson, Mill st, Bedford
 Bell, Edward William John, Southsea, Southampton, School Proprietor. Feb 5 at 4, at offices of Feltham, Union st, Portsea
 Bond, Mary Ann, Southampton, Plumber. Feb 3 at 3, at Guildhall Coffee House. Poole, Southampton
 Brvitt, James, Porto Bello, Stafford, Lock Manufacturer. Feb 13 at 12, at offices of Whitten use, Queen st, Wolverhampton
 Burchall, Joseph St Helen's, Lancaster, Provision Dealer. Feb 7 at 11, at offices of Barrow and Cook, Liverpool rd, St Helen's
 Burrell, Henry, Newton, Cambridge, Farmer. Feb 6 at 12, at offices of Ollard and Greene, Union place crescent, Wisbech. Coulton and Beloe, King's Lynn
 Butler, Williamson, Sit Inghourne, Kent, Brickmaker. Feb 7 at 11, at offices of Gibson, High st, Sittingbourne
 Cain, Miles, Liverpool, Tailor. Feb 14 at 2, at office of Ford, The Temple, Dale st, Liverpool. Lowe, Liverpool
 Calvin, William, and Thomas Calvin, Manchester, Tailors. Feb 14 at 4, at offices of Adleshaw and Warburton, King st, Manchester
 Church, John, and Henry Church, Stockwell st, Greenwich, Boot and Shoe Makers. Feb 5 at 12, at 4, Addington terrace, Greenwich. Foster, Chancery lane
 Cobbett, John, Maryland rd, Stratford New Town, Grocer. Feb 4 at 2, at offices of Morrill st, Moorgate st. Brown, Basinghall st
 Cross, John, St Helen's, Lancaster, Collier. Feb 5 at 2, at office of Gill Cook st, Liverpool
 Daintith, Thomas, Greenhall, Chester, Joiner. Feb 11 at 3, at offices of Bicherton, Bank st, Warrington. Bush
 Dale, John, Eaton, York, Innkeeper. Feb 10 at 11, at offices of Buchanan and son, Baxtergate, Whitby
 Denne, Thomas James, Cambridge rd, Mile End, Paper Collar Manufacturer. Feb 5 at 4, at Inns of Court Hotel, Holborn. Taylor and Co, Great James st, Bedford row
 Deveno, Jean Louis, Great Winchester st, General Merchant. Feb 13 at 2, at the London Tavern, Bishopsgate st, Hudson and Co, Bucklebury
 Drakeford, John David, and William Thomas Drakeford, Gt Winchester st, Silk Merchants. Feb 11 at 2, at the London Tavern, Bishopsgate st. Hudson and Co, Bucklebury
 Draper, Richard Henry, Bristol, Corn Merchant. Feb 3 at 2, at offices of Fumell and Co, Corn st, Bristol
 Ellis, Edward High st, Kingsland, Smith. Feb 1 at 3, at Sanderson's Hotel, Bevois st, Basinghall st. Spencer, Queen's rd, Daleton
 Ellis, Elizabeth Ann, Oxford st, Dealer in Fancy Articles. Feb 4 at 12, at offices of White and Co, Ironmonger lane
 Fisher, Charles, Maddox st, Regent st, Licensed Victualler. Feb 10 at 2, at offices of Tiley and Liggins, Finsbury pl, South
 French, Charles, Lisson grove, Builder. Feb 11 at 2, at offices of Davis, New inn, Strand
 Fry, John Seven Sisters' rd, Upper Holloway, Cheesemonger. Feb 4 at 11, at offices of Nicolson, King William st
 Glover, William Henry, Joshua Hartford Thorney, and Robert Carlyle, Trump st, Chesapeake, Towel Manufacturers. Feb 7 at 3, at the Clarence Hotel, Spring gardens. Partington and Allen, Manch
 Goocare, John Nottingham, Linnen Draper. Feb 11 at 1, at offices of Turner, Gracechurch st
 Goschen, Otto, and Christian Dietrich Rolfs, Mark lane, Merchants. Feb 10 at 2, at offices of Rooks and Co King st, Chesapeake
 Greenleaves, John Adam, Lpool, Cloth Merchant. Feb 4 at 2, at office of Reynolds and Lyon, Fenwick st, Lpool
 Hanvilton, William, Galford st, Gray's inn rd, Beer Retailer. Jan 31 at 11, at offices of Warrand, Ludgate hill
 Hasty, Patrick, Birmingham, out of business. Feb 4 at 3, at offices of Maher, Birmingham
 Hawkins, John, Sutton Sootney, Hants, Carpenter. Feb 6 at 11, at offices of Godwin, St Thomas st, Winchester
 Hauff, Charles, London wall, Dealer in Prints. Feb 5 at 10, at office of Roberts, Moorgate st. Goldring, Moorgate test
 Herdman, Joseph Armstrong, Cramlington, Northumberland, out of business. Feb 7 at 12, at offices of Garbut, Newea tie on Tyne
 Hibberd, James, Britannia st, Kenal rd, Westbourne pk, Builder. Feb 6 at 12, at offices of Chubb, Bucklebury
 Holloway, Thomas, Southampton, Plumber. Feb 3 at 1, at the Guildhall Coffee House, Gresham st. Poole, Southampton
 Jackson, Thomas, Sheffield, Wollen Draper. Feb 7 at 3, at offices of Shaw, St George's sq, Huddersfield. Chambers and Son
 Jeffery, Benjamin, Sparrow's green, Sussex, Wheelwright. Feb 10 at 4, at the Railway Hotel, Wadhurst. Rogers, Tonbridge
 Jepson, James Colton, Gt Grimsby, Lincoln, Newspaper Proprietor. Feb 5 at 3, at offices of Haddelsey, Royal Dock chambers, Great Grimsby
 Johnson, Francis, Reddingfield, Suffolk, Farmer. Feb 12 at 12, at the Three Horse shoes, Commercial Inn, Castle st, Eye. Pollard, Ipswich
 Johnson, Mark, Church terrace, Walworth rd, Comedian. Feb 7 at 2, at office of Haigh, King st, Chesapeake
 Kilborn, Geo, Kettering, Northampton, Draper. Feb 4 at 11, at offices of Beeke, Market sq, Northampton
 Lambert, Joseph, Birch, Commercial Traveller. Feb 6 at 13, at offices of Grove, Bennett's hill, Birmingham
 Leonard, Xavier, Spennymore, Durham, Joiner. Feb 6 at 11, at 30, Fore Bondgate st, Bishop Auckland. Maw, jun
 Lieusley, Edward, Hornby, Lancashire, Innkeeper. Feb 10 at 2, at offices of Johnson and Tiley, San st, Lancashire
 Lord, William, Oldham, Lancashire, Cotton Waste Dealer. Feb 5 at 3, at offices of Clark, Clegg st, Oldham
 Morrison, John Hy, Monkwearmouth, Durham, File Manufacturer. Feb 4 at 12, at offices of Robinson and Longden, Farwell st, Sunderland
 M'Clulloch, Andrew, and Frederick Armitage, Brad ord, York, Staff Merchants. Feb 5 at 3, at offices of Taylor and Co, Piccadilly, Bradford
 Meek, Alfred, Clerkenwell green, Stationer. Feb 4 at 12, at offices of Smith, Gt James st, Bedford row
 Morris, Edward, Reading, Berks, Grocer. Feb 3 at 1, at 23, the Forbury, Reading
 Mummery, James, Cock yd, Davies st, Berkeley sq, Livery stable Keeper. Feb 10 at 3, at office of Willoughby and Cox, Clifford's inn
 Munro, Samuel, Liverpool, General Iron Founder. Feb 7 at 2, at offices of Bellinger, North John st, Liverpool
 Nettleton, Thomas Withchoke, Knaresborough, York, Grocer. Feb 5 at 2.30, at offices of Hirst and Cape, Knaresborough
 Norton, George, Manchester, Grocer. Feb 6 at 3, at offices of Fox, Deansgate, Manchester
 Osborne, George Henry Churchill, Great Chaversell, Wilts, Farmer. Feb 4 at 1, at offices of Meek and Co, Devoizes
 Plant, George Thomas, Forebridge, Stafford, Provision Dealer. Jan 30 at 11, at offices of Bowen, Martin st, Stafford
 Richardson, Charles, Lyall rd, Old Ford, City Manufacturer. Feb 3 at 10, at offices of Dobson, Southampton bridge
 Richardson, Sam, Tuxford, Nottingham, Architect. Feb 7 at 12, at the Queen's Hotel, West Field, Retford. Biscooby, East Retford
 Roberts, William, Gedney, Lincoln, Blacksmith. Feb 5 at 11, at the Bull Inn, Long Sutton. Caporn and Wilder
 Rose, William, Middlesborough, York, out of business. Feb 3 at 1, at offices of Bannison, Station st, Middlesborough. Dobson, Middlesborough
 Ross, Daniel Alexander, Page's walk, Bermondsey, Saw Mill Owner. Feb 4 at 12, at offices of Wilkinson, Bermondsey st
 Rumer, George, Mansfield, Nottingham, Builder. Feb 10 at 12, at offices of Hogg, Wheelergate, Nottingham
 Sampson, Rudon, Sunderland, Durham, Draper. Feb 3 at 2, at offices of Joel, Newcastle-upon-Tyne
 Schumann, Max Benjamin, Bankside, Southwark, Merchant. Feb 10 at 2, at the Guildhall Coffee house, Gresham st. Lumley and Lumley
 Setton, William, Stoke Goldington, Buckingham, Farmer. Feb 7 at 3, at the Bull Hotel, Olney. Stimson, Bedford
 Solomon, Henry, Birmingham, General Dealer. Feb 5 at 11, at offices of Harrison, Newhall st, Birmingham
 Sprague, Chas, Kimbolton, Hants, Surgeon. Feb 7 at 3, at the George Hotel, Kimbolton. Stimson, Bedford
 Steward, Edwd, Plymouth, Devon, Nurseryman. Feb 5 at 11, at offices of Edmonds and Son, Parade, Plymouth
 Stovell, Albert Henry, Horsham, Sussex, Grocer. Feb 12 at 3, at the Kink's Head Hotel, Horsham. Dawe, Haverhill
 Stover, Jacob Singleton, Boston, Lincoln, Commission Agent. Feb 10 at 1, at the Peacock Hotel, Boston. Bailey, Boston
 Thomas, Ann Elizabeth, Haverfordwest, Grocer. Feb 3 at 11, at Haverfordwest
 Thorne, Eliza, Southsea, Hants, Widow. Feb 4 at 11, at offices of Waincoat, Union st, Portsea. Walker, Portsea
 Thornton, Bailey, and William Norton, Ludlow, Woolen Manufacturers. Feb 10 at 12, at office of Weyman, broad st, Ludlow
 Tindale, John, and William Knott ennington, Kingston-upon-Hull, Cabinet Makers. Feb 5 at 12, at offices of Rolitt and Sons, Trinity House lane, Kingston-upon-Hull
 Toon, Job, Pleck, nr Walsall, Stafford, Licensed Victualler. Feb 13 at 3, at offices of Sheldon, Lower High st, Wednesbury
 Wallis, Walter Charles, Upper Marylebone st, Portland pl, Cheesemonger. Feb 10 at 2, at offices of Koutin and Spacey, Southampton st, Bloomsbury
 Watt, James, Aylam rd, Peckham, Victualler. Feb 4 at 2, at offices of Wickens, Palmerston bldgs, Old Broad st

Whitaker, Thomas, Colchester, Essex, Timber Merchant. Feb 5 at 4, at the Langham, High st, Colchester. Jones
Widowson, George, Walsley, Sheffield, Builder. Feb 7 at 12, at offices of Auty, Queen st, Sheffield
Wilkins, Charles, Hanbury, Stafford, Schoolmaster. Jan 30 at 11, at offices of Wilson, Guild st, Barton-on-Trent
Williams Douglas Atherton, St James' sq, Notting hill, Private Tutor. Feb 10 at 2, at offices of Wilson, Great James st, Bedford row
Williams, John Hughes, Effie rd, Barclay rd, Waltham green, Builder. Feb 10 at 2, at offices of Poole, Bartholomew close
Williams, William, Chester, Hammer Manufacturer. Feb 5 at 12, at office of Nordon, Bridge at Row East, Chester
Wilson, Henry, Leeds, Cloth Finisher. Feb 3 at 2, at offices of Simpson and Burrell, Albion st, Leeds
Wilson, John, Liverpool, Bootmaker. Feb 6 at 12, at office of Fowler and Caruthers, Clayton sq, Liverpool
Wright, Walter, Fairstead, Essex, Butcher. Feb 5 at 2, at offices of Evans and Co, John st, Bedford row

TUESDAY, JAN. 28, 1873.

Ashworth, Leonard, and Alfred Ashworth, Nottingham, Milliners. Feb 14 at 3, at offices of Cranch and Rowe, Low pavement, Nottingham
Baines, Thomas, Horbury, York, Bag Dealer. Feb 15 at 11, at offices of Stringer, Ossett
Bates, James, and Joseph Jarvis, Leicester, Boot Manufacturers. Feb 10 at 2, at the Wellington Hotel, Granby st, Leicester. Fowler and Smith, Leicester
Bleakman, Charles, Malvern, Worcester, Grocer. Feb 10 at 12, at office of Corbett, Avenue House, The Cross, Worcester
Bolton, Carl Von, Cross lane, Cigar Merchant. Feb 12 at 3, at offices of Lawrence and Co, Old Jewry chambers
Bransom, George William, Hemel Hempstead, Hertford, Stonemason. Feb 10 at 3, at the King's Arms Inn, Hemel Hempstead. Day, Hemel Hempstead
Brown, James Betts, Hill st, Finsbury, Builder. Feb 11 at 12, at the Guildhall Coffee house, Gresham st. Gard, Jun, Gresham bldgs, Basinghall st
Bythway, Alfred, and George Wootton Hathaway, Rushall, Stafford, Bridge Carriers. Feb 12 at 2, at offices of Crump, Bridge st, Walsall
Cary, Oswald Richard, Nottingham, Chemist. Feb 12 at 12, at offices of Wood, Weekday cross, Nottingham
Cheshire, Richard William, Ascot, Salop, Spade-tree Maker. Feb 8 at 11, at the Buck's Head Inn, Church Stretton. Walker
Cox, John, Burnham, nr Slough, Bucks, Licensed Victualler. Feb 8 at 3, at the White Hart Hotel, High st, Maidenhead. Marshall
Crimes, William, Manchester, Grocer. Feb 14 at 2, at offices of Addleshaw and Warburton, King st, Manchester
Dixon, Alfred, Wantage, Berks, Innkeeper. Feb 10 at 2, at office of Jotham, Newbury st, Wantage
Dorner, John, Istock, Leicester, Plumber. Feb 10 at 2, at the Bell Hotel, Leicester. Saunders and Bradbury, Birmingham
Down, David, Taunton, Somerset, Grocer. Feb 10 at 12, at offices of Wotton and Co, East st, Taunton. Daw and Son, Exeter
Downer, Edmund, Landport, Hants, Draper. Feb 11 at 3, at 145, Chesapeake, London. Walker, Portsea
Eagling, George Edward, Essex rd, Islington, Cheesemonger. Feb 17 at 3, at office of Webster, Basinghall st. Popham, Vincent ter, Islington
Edkins, Robert, Chester, Publican. Feb 7 at 2, at offices of Nordon, Bridge at row East, Chester
Eldred, Frederick, Saxted, Suffolk, Miller. Feb 8 at 2, at office of Hill, St Nicholas st, Ipswich
Embleton, Arthur, Bonner's lane, Old Ford rd, Grocer. Feb 7 at 2, at offices of Philip and Behrend, Pancras lane, Queen st, Chesapeake
Embling, Albert James, High st, Forest hill, Olman. Feb 11 at 12, at office of Kobbell, Mark lane
Esherington, Thomas, Kingston-upon-Hull, Grocer. Feb 6 at 1, at offices of Summers, Manor st, Kingston-upon-Hull
Field, Thomas, and Stephen Blair Sumner, Manchester, Machinists. Feb 10 at 2, at offices of Addleshaw and Warburton, King st, Manchester
Foot, Martha Jane, Mere, Wilts, Baker. Feb 20 at 2, at the Bell Inn, Market pl, Warminster. Coilins, Bath
Gann, Charles, Nottingham, Builder. Feb 10 at 12, at offices of Parsons and Bright, Eldon chambers, Wheeler gate, Nottingham
Hagood, Thos, Overley Farm, Gloucester, Farmer. Feb 11 at 11, at the Ram Hotel, Cirencester. Hampton, Cirencester
Haddfield, Henry Joseph, Manchester, Pawnbroker. Feb 13 at 3, at offices of Murray, King st, Manchester
Halliwell, William, Brighouse, York, Builder. Feb 19 at 2, at the Wellington Inn, Brighouse. Lancaster, Bradford
Hearfield, John Whitehead, Kingston-upon-Hull, Engineer. Feb 6 at 12, at office of Ayre, Bowlailey lane, Hull
Helden, Francis, York, Linen Manufacturer. Feb 7 at 11, at offices of McLaren, Coney st
Hobson, James, York, Stonemason. Feb 12 at 11, at office of Mason, King st, Castlegate, York
Hills, Thomas, Ryde, Isle of White, Grocer. Feb 11 at 3, at the Bedford Hotel, Landport. Urry, Ryde
Howe, Henry, Manchester, Yarn Dyer. Feb 17 at 4, at offices of Addleshaw and Warburton, King st, Manchester
Howell, Walter Robert, Bermondsey New rd, Cheesemonger. Feb 7 at 11, at 105, London wall. Hicks, Collett rd, Bermondsey
Hunt, Charles Nicholson, Hounslow, Middlesex, Grocer. Feb 11 at 3, at offices of Pews and Irvine, Mark lane
James, James Lory, Weyton, Cornwall, Farmer. Feb 14 at 1, at office of Pease, Jun, Lothwithiel. Beer and Bandle, Devonport
Jenkins, William John, and William Weller, Bath st, Tabernacle sq, Finsbury, Packing case Makers. Feb 5 at 10, at the Victoria Tavern, Morpeth rd, Bethnal green. Long, Grove rd, Victoria Pk
Johnson, John Bradley, Kings-on-upon-Hull, Carrier. Feb 10 at 12, at offices of Rolitt and Sons, Trinity house lane, Hull
Jones, John Walter, New rd, Whitechapel, Corn Dealer. Feb 12 at 3, at offices of Michael, Gresham bldgs, Basinghall st
Knull, Robert, Birmingham, Blacksmith. Feb 7 at 12, at office of Fallows, Cherry st, Birmingham
Marchant, John Gaspar Le, Champion terrace, Wandsworth. Feb 7 at 2, at offices of Picard, St James' st, Piccadilly. Burnand

Lister, Walter Slater, Wood Green, Draughtsman. Feb 12 at 12, at offices of Poncione, Jun, Raymond bldgs, Gray's inn
Lord, William, Rochdale, Lancashire, Grace and Oil Manufacturer. Feb 13 at 3, at offices of Holland, Bailie st, Rochdale
Malcolm, William, and Samuel Smythe Malcolm, St Swithin's lane, Merchants. Feb 18 at 2, at office of Drace and Co, Billiter sq
Manders, Thomas Percy, Liverpool, Wine Merchant. Feb 20 at 2, at offices of Tyrer and Co, North John st, Lpool
Mann, James, Hartlepool, Durham, Innkeeper. Feb 11 at 12, at offices of Todd, Town wall, Hartlepool
Marchant, Thomas, sen, East st, Walworth, Timber Dealer. Feb 13 at 3, at offices of Ditton, Ironmonger lane
Mayhew, Henry Jeremiah, Kingston-upon-Hull, Grocer. Feb 6 at 12, at offices of Stead and Sibree, Bishop lane, Hull
McPherson, John, Faleon st, Manufacturer. Feb 12 at 2, at offices of Lovering, Gresham st. Rooks and Co, King st, Cheapside
Metcson, Thomas, Wetherfield, Essex, Dealer. Feb 12 at 2, at offices of Evans and Co, John st, Bedford row
Miller, George William, Gateshead, Durham, Grocer. Feb 11 at 12, at offices of Garbutt, Collingwood st, Newcastle-on-Tyne
Mills, Walter, Braintree, Essex, Farmer. Feb 8 at 11, at the Commercial Hotel, Great Bardfield. Snell
Montgomery, John, Liverpool, Corn Broker. Feb 12 at 3, at offices of Barrell and Rodway, Lord st, Liverpool
Negus, Alfred James, Billiter st, Tailor. Feb 12 at 12, at offices of Rowley and Co, Great Winchester at bldgs
Newman, John, Newmarket St Mary, Suffolk, Cabinetmaker. Feb 12 at 12.30, at Wood's Hotel, Farnival's inn, Holborn. Fenn, Newmarket
North, Henry, Liverpool, Gent. Feb 11 at 2, at offices of Gill, Cook st, Liverpool
Perry, William, Paradise terrace, Hackney, Builder. Feb 17 at 2, at offices of Slater and Pannell, Guildhall Chambers, Basinghall st. Kilsby
Quayle, William, Liverpool, Merchant. Feb 10 at 2, at offices of Gill, Cook st, Liverpool
Reynolds, Jabez, Brighton, Sussex, Builder. Feb 10 at 12, at the Old Ship Hotel, Brighton. Stuckey, Brighton
Rheims, John Francis Henri de, Plumstead, Kent, Schoolmaster. Feb 8 at 3, at 5, Park villa, Plumstead common. Brand, Farnival's inn
Rickard, John Nelson, New Malden, Surrey, Commission Agent. Feb 10 at 2, at offices of Brown and Co, Old Jewry. Newman
Rogers, John, Pool Quay, Montgomery, Farmer. Feb 10 at 12, at offices of Harrison and Son, Berrier st, Welshpool
Root, George, Studley, Warwick, Farmer. Feb 11 at 3, at offices of Pellatt, High st, Banbury
Rowlinson, Thomas, Birmingham, Gun Action Filer. Feb 8 at 10, at offices of Grove, Bennett's hill, Birmingham
Savage, William, Portsmouth, Ironmonger. Feb 11 at 1, at 145, Cheap-side, London. Walker, Portsea
Sedley, Joseph, Adelaide rd, Haverstock hill, Retired Officer H.M.'s Indian Navy. Feb 15 at 4, at offices of Froggatt, Argyll st, Regent st
Shackelford, Francis Henry, Hichez Broughton, nr Manchester, Comm Agent. Feb 10 at 4, at offices of Addleshaw and Warburton, King st, Manchester
Sharratt, Joseph, Birmingham, Boot Manufacturer. Feb 5 at 4, at offices of Parry, Bennett's hill, Birmingham
Smith, Emma, Leicester sq, Victualler. Feb 10 at 1, at 5, Leicester sq. Coward, Lincoln's inn fields
Smith, Frederick, Bradford, York, Shoe Dealer. Feb 11 at 3, at offices of Neil, Union passage, Bradford
Smith, George, Aldershot, Hants, Licensed Victualler. Feb 11 at 3, at offices of Sherrard, Lincoln's inn fields
Southern, Charles, Bootle, nr Liverpool, Boot Dealer. Feb 10 at 2, at offices of Bellringer, North John st, Liverpool
Story, Charles, St Mark's rd, Lower Sydenham, Builder. Feb 7 at 2, at the Lecture Hall, Royal hill, Greenwich. Ody, Trinity st, Southwark
Stubbs, Francis Arthur, Clifton, Bristol, Riding Master. Feb 7 at 2, at offices of Thick, small st, Bristol
Waite, William Plant, York, Commercial Traveller. Feb 12 at 3, at offices of Grayston, Jun, New st, York
Walker, Edward Clarke, Laurence Pountney hill, no business. Feb 12 at 12, at 33, Gutter lane, Cheapside. Barron, Queen st, Cannon st
Wall, Ann, Matlock, Derby, Beerhouse Keeper. Feb 17 at 11, at the Thorn Tree, Matlockbank. Neale
Watson, Henry, Birmingham, out of business. Feb 11 at 12, at offices of Coleman and Coleman, Cannon st, Birmingham
Whalley, Henry, Blackburn, Lancashire, Quarry Master. Feb 19 at 3, at the White Bull Hotel, Church st, Blackburn. Hall, Accrington
Whiclow, Richard John, Ivy Lodge, North End, Fulham, out of business. Feb 10 at 3, at offices of Yorke, Marylebone rd
Wilkinson, Charles Edwin, Brigtonse, York, Grocer. Feb 11 at 3, at offices of Boocock, Silver st, Halifax
Williams, Charles, Sheffield, Draper. Feb 11 at 12, at offices of Patterson Bank st, Sheffield
Wilshire, Emma, Forest hill, Kent, Boot Seller. Feb 7 at 12, at 33 Gutter lane. Flunkett, Gutter lane
Wilson, Philip Francis, Cambridge rd, Hammersmith, Wine Merchant. Feb 10 at 3, at offices of Monckton and Co, Lincoln's inn fields
Woolard, John, Jun, Brighton, Sussex, Bookbinder. Feb 10 at 3, at office of Goodman, Prince Albert st, Brighton

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